

SERFF Tracking Number: ICCI-126335260 State: Arkansas
Filing Company: American Medical and Life Insurance Company State Tracking Number: 43945
Company Tracking Number: AMLI GRP LM 2007
TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity
Product Name: Limited Benefit Plan AMLI GRP LM 2007
Project Name/Number: Limited Benefit Plan AMLI GRP LM 2007/Limited Benefit Plan AMLI GRP LM 2007

Filing at a Glance

Company: American Medical and Life Insurance Company
Product Name: Limited Benefit Plan AMLI GRP SERFF Tr Num: ICCI-126335260 State: Arkansas
LM 2007
TOI: H14G Group Health - Hospital Indemnity SERFF Status: Closed- State Tr Num: 43945
Disapproved
Sub-TOI: H14G.000 Health - Hospital Indemnity Co Tr Num: AMLI GRP LM 2007 State Status: Disapproved-Closed
Filing Type: Form Reviewer(s): Rosalind Minor
Author: Brenda Dawson Disposition Date: 01/26/2010
Date Submitted: 11/02/2009 Disposition Status: Disapproved
Implementation Date Requested: On Approval Implementation Date:
State Filing Description:

General Information

Project Name: Limited Benefit Plan AMLI GRP LM 2007 Status of Filing in Domicile:
Project Number: Limited Benefit Plan AMLI GRP LM 2007 Date Approved in Domicile:
Requested Filing Mode: Domicile Status Comments:
Explanation for Combination/Other: Market Type:
Submission Type: New Submission Group Market Size:
Overall Rate Impact: Group Market Type:
Filing Status Changed: 01/26/2010 Explanation for Other Group Market Type:
State Status Changed: 01/26/2010
Created By: Brenda Dawson
Corresponding Filing Tracking Number:
Deemer Date:
Submitted By: Brenda Dawson
Filing Description:
see attached cover letter, forms and Association checklist.

Company and Contact

Filing Contact Information

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

Filing Company Information

SERFF Tracking Number: ICCI-126335260 State: Arkansas
Filing Company: American Medical and Life Insurance Company State Tracking Number: 43945
Company Tracking Number: AMLI GRP LM 2007
TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity
Product Name: Limited Benefit Plan AMLI GRP LM 2007
Project Name/Number: Limited Benefit Plan AMLI GRP LM 2007/Limited Benefit Plan AMLI GRP LM 2007

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

American Medical and Life Insurance Company CoCode: 81418 State of Domicile: New York
8 West 38th Street Group Code: Company Type:
Suite 1002 Group Name: State ID Number:
New York City, NY 10018 FEIN Number: 13-2562243
(646) 223-9300 ext. [Phone]

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Medical and Life Insurance Company	\$50.00	11/02/2009	31714143

SERFF Tracking Number: ICCI-126335260 State: Arkansas
 Filing Company: American Medical and Life Insurance Company State Tracking Number: 43945
 Company Tracking Number: AMLI GRP LM 2007
 TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity
 Product Name: Limited Benefit Plan AMLI GRP LM 2007
 Project Name/Number: Limited Benefit Plan AMLI GRP LM 2007/Limited Benefit Plan AMLI GRP LM 2007

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Disapproved	Rosalind Minor	01/26/2010	01/26/2010

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Rosalind Minor	12/10/2009	12/10/2009			
Industry Response						
Pending	Rosalind Minor	11/03/2009	11/03/2009	Brenda Dawson	11/03/2009	11/03/2009
Industry Response						

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Objection letter of 12/10/09	Note To Filer	Rosalind Minor	01/12/2010	01/12/2010
status of filing	Note To Reviewer	Brenda Dawson	12/10/2009	12/10/2009

SERFF Tracking Number: ICCI-126335260 State: Arkansas
Filing Company: American Medical and Life Insurance Company State Tracking Number: 43945
Company Tracking Number: AMLI GRP LM 2007
TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity
Product Name: Limited Benefit Plan AMLI GRP LM 2007
Project Name/Number: Limited Benefit Plan AMLI GRP LM 2007/Limited Benefit Plan AMLI GRP LM 2007

Disposition

Disposition Date: 01/26/2010

Implementation Date:

Status: Disapproved

Comment:

As outlined in my Note to Filer on 1/12/10, this submission is being disapproved since I did not receive a response to my Objection letter of 12/10/09.

If you wish to resubmit the filing at a later date, the filing must be submitted in its entirety along with the filing fees.

Rate data does NOT apply to filing.

SERFF Tracking Number: ICCI-126335260 State: Arkansas
 Filing Company: American Medical and Life Insurance Company State Tracking Number: 43945
 Company Tracking Number: AMLI GRP LM 2007
 TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity
 Product Name: Limited Benefit Plan AMLI GRP LM 2007
 Project Name/Number: Limited Benefit Plan AMLI GRP LM 2007/Limited Benefit Plan AMLI GRP LM 2007

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Disapproved	Yes
Supporting Document	Application	Disapproved	Yes
Supporting Document	Cover letter	Disapproved	Yes
Supporting Document	Authorization Letter	Disapproved	Yes
Supporting Document (revised)	Association checklist and financials	Disapproved	Yes
Supporting Document	Association checklist, brochure and financials	Disapproved	Yes
Supporting Document	Association bylaws and articles	Disapproved	Yes
Supporting Document	Brochure parts 1, 2, 3 and 4	Disapproved	Yes
Form	Group Supplemental Hospital and Medical Insurance Policy	Disapproved	Yes
Form	Group Certificate	Disapproved	Yes
Form	Group Application	Disapproved	Yes
Form	Enrollment form	Disapproved	Yes
Form	Schedule of Benefits	Disapproved	Yes
Form	Amendatory Endorsement	Disapproved	Yes

SERFF Tracking Number: ICCI-126335260 State: Arkansas
Filing Company: American Medical and Life Insurance Company State Tracking Number: 43945
Company Tracking Number: AMLI GRP LM 2007
TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity
Product Name: Limited Benefit Plan AMLI GRP LM 2007
Project Name/Number: Limited Benefit Plan AMLI GRP LM 2007/Limited Benefit Plan AMLI GRP LM 2007

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 12/10/2009
Submitted Date 12/10/2009
Respond By Date

Dear Brenda Dawson,

This will acknowledge receipt of the captioned filing. Thank you for your patience with our Department's review.

Objection 1

- Group Certificate, AMLI GRP LM 2007 CERT TX ASSC (Form)

Comment:

The Time of Payment of Claim provision is not in compliance with Rule and Regulation 43, Section 12 (a).

Objection 2

- Association bylaws and articles (Supporting Document)

Comment:

ACA 23-86-106 (C)(i) requires that the association or its insurer on behalf of the association shall file with the commissioner proof that the association meets the requirements of subdivision (2)(A). You have provided the bylaws and articles, but we need proof that there are at least 100 members.

Please feel free to contact me if you have questions.

Sincerely,
Rosalind Minor

SERFF Tracking Number: ICCI-126335260 State: Arkansas
Filing Company: American Medical and Life Insurance Company State Tracking Number: 43945
Company Tracking Number: AMLI GRP LM 2007
TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity
Product Name: Limited Benefit Plan AMLI GRP LM 2007
Project Name/Number: Limited Benefit Plan AMLI GRP LM 2007/Limited Benefit Plan AMLI GRP LM 2007

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 11/03/2009

Submitted Date 11/03/2009

Respond By Date

Dear Brenda Dawson,

This will acknowledge receipt of the captioned filing.

Objection 1

- Association checklist, brochure and financials (Supporting Document)

Comment:

Under item 7, it is stated that "These benefits are comprised of health benefits and lifestyle benefits which may include one or more of these benefits listed in the Specimen Brochure which is attached and made part of this Checklist. There is no Specimen Brochure attached.

Please submit a copy of the brochure.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Response Letter

Response Letter Status Submitted to State

Response Letter Date 11/03/2009

Submitted Date 11/03/2009

Dear Rosalind Minor,

Comments:

Hi Rosalind and thank you for your letter.

Response 1

Comments: I had to divide up the NACA brochure because as one document it was a bigger file (3MB) then what was allowed.

Related Objection 1

Applies To:

SERFF Tracking Number: ICCI-126335260 State: Arkansas
Filing Company: American Medical and Life Insurance Company State Tracking Number: 43945
Company Tracking Number: AMLI GRP LM 2007
TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity
Product Name: Limited Benefit Plan AMLI GRP LM 2007
Project Name/Number: Limited Benefit Plan AMLI GRP LM 2007/Limited Benefit Plan AMLI GRP LM 2007

- Association checklist, brochure and financials (Supporting Document)

Comment:

Under item 7, it is stated that "These benefits are comprised of health benefits and lifestyle benefits which may include one or more of these benefits listed in the Specimen Brochure which is attached and made part of this Checklist. There is no Specimen Brochure attached.

Please submit a copy of the brochure.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Association checklist and financials

Comment:

Satisfied -Name: Brochure parts 1, 2, 3 and 4

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you.

Sincerely,
Brenda Dawson

SERFF Tracking Number: ICCI-126335260 State: Arkansas
Filing Company: American Medical and Life Insurance Company State Tracking Number: 43945
Company Tracking Number: AMLI GRP LM 2007
TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity
Product Name: Limited Benefit Plan AMLI GRP LM 2007
Project Name/Number: Limited Benefit Plan AMLI GRP LM 2007/Limited Benefit Plan AMLI GRP LM 2007

Note To Reviewer

Created By:

Brenda Dawson on 12/10/2009 07:19 AM

Last Edited By:

Rosalind Minor

Submitted On:

01/26/2010 07:51 AM

Subject:

status of filing

Comments:

Could I please get a status of this filing? Thank you.

SERFF Tracking Number: ICCI-126335260 State: Arkansas
 Filing Company: American Medical and Life Insurance Company State Tracking Number: 43945
 Company Tracking Number: AMLI GRP LM 2007
 TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity
 Product Name: Limited Benefit Plan AMLI GRP LM 2007
 Project Name/Number: Limited Benefit Plan AMLI GRP LM 2007/Limited Benefit Plan AMLI GRP LM 2007

Form Schedule

Lead Form Number: AMLI GRP LM 2007 POL TX ASSC

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Disapprove d 01/26/2010	AMLI GRP LM 2007 POL TX ASSC	Policy/Cont ract/Fratern al	Group Supplemental Hospital and Medical Insurance Policy Certificate	Initial			AMLI GRP LM 2007 POL TX ASSC.pdf
Disapprove d 01/26/2010	AMLI GRP LM 2007 CERT TX ASSC	Certificate	Group Certificate	Initial			AMLI GRP LM 2007 CERT TX ASSC.pdf
Disapprove d 01/26/2010	AMLI GRP LM 2007 APP TX ASSC AR	Application/ Enrollment Form	Group Application	Initial			AR AMLI GRP LM 2007 APP TX ASSC AR.pdf
Disapprove d 01/26/2010	AMLI GRP LM 2007 ENRL TX ASSC AR	Application/ Enrollment Form	Application/ Enrollment form	Initial			AR AMLI GRP LM 2007 ENRL TX ASSC AR.pdf
Disapprove d 01/26/2010	AMLI GRP LM 2007 SCHED TX ASSC	Schedule Pages	Schedule of Benefits	Initial			AMLI GRP LM 2007 SCHED TX ASSC 6-12- 09.pdf
Disapprove d 01/26/2010	GRP LM 2007 AE AR	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Amendatory Endorsement	Initial			AR GRP LM 2007 AE AR - mandates.pdf

American Medical and Life Insurance Company

New York, New York

GROUP SUPPLEMENTAL HOSPITAL AND MEDICAL INSURANCE

THIS IS A SUPPLEMENTAL POLICY PROVIDING BENEFITS DUE TO ACCIDENT AND SICKNESS. BENEFITS PROVIDED ARE SUPPLEMENTAL AND NOT INTENDED TO COVER ALL MEDICAL EXPENSES. THIS IS NOT A SUBSTITUTE FOR COMPREHENSIVE HEALTH INSURANCE.

Policy Holder: [XYZ Company]
Policy Number: [12345]
Policy Date: [JANUARY 1, 2006]
Anniversary Date: [JANUARY 1, of each year]

MASTER POLICY

This Policy is a legal contract between You and Us. To understand the coverage, You must read this Policy as a whole.

In this Policy, the words You and Your refer to the Holder shown above. The words Named Insured refer to those persons who are members of an eligible class as described in the Certificate Schedule who hold a Certificate of coverage. Benefit payment is governed by the terms of this Policy. The words Covered Person refer to any person covered under this Policy as described on the Certificate Schedule. The words We, Us, Our or Company refer to American Medical and Life Insurance Company. The male pronoun includes the female whenever used.

We agree to insure certain individuals and to pay the benefits provided by this Policy in accordance with its provisions.

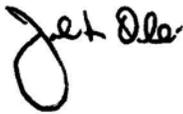
This Policy is issued in consideration of statements made in the application and the payment of premiums by the Holder. A copy of the signed application will be attached and made a part of this Policy.

This Policy is effective on the Policy Date. The Policy Date will be the date of issue. The first Policy Year will end on the anniversary date shown above. Each Policy Year after that will end on the same date of each year. All periods will begin and end at 12:01 A.M. Standard Time at the Holder's main address.

This Policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

TO OBTAIN INFORMATION YOU MAY CALL OUR TOLL FREE NUMBER: [1-800-XXX-XXXX].

For American Medical and Life Insurance Company:



Chairman, President and CEO



Chief Compliance Officer

**This is a limited policy. Please read it carefully.
THE POLICY IS CANCELLABLE AT THE OPTION OF THE COMPANY.
PLEASE READ THE TERMINATION PROVISION.**

This is Not Medicare Supplement Coverage

TABLE OF CONTENTS

ELIGIBILITY AND EFFECTIVE DATE 4

TERMINATION OF INSURANCE 4

PREMIUMS..... 4

GENERAL PROVISIONS..... 4

INCORPORATION PROVISION

The provisions of the attached Certificate and all amendments to this Group Policy after its effective date are incorporated into and made part of this Group Policy.

The provisions listed below are shown in the Certificate and are hereby incorporated into and made a part of this Group Policy.

Schedule of Benefits
Definitions
Effective Date of Coverage
Conversion
General Provision
Coverage Descriptions
Exclusions and Limitations

Certificate

The *Certificate*, including the Certificate Schedule, amendments, riders and supplements, if any, is a written statement prepared by Us to set forth a summary of:

- benefits to which the Covered Person is entitled;
- to whom the benefits are payable; and
- limitations or requirements that may apply.

ELIGIBILITY AND EFFECTIVE DATE

Policy Effective Date

Coverage under this Policy begins at 12:01 a.m. Standard Time on the effective date shown in the Policy.

Delayed Effective Date of Coverage

The effective date of any Named Insured's coverage will be delayed for any Named Insured if they are not a member of an eligible class on the effective date shown on the Certificate Schedule. The coverage will be effective on the date that the Named Insured returns to status as a member of an eligible class. If this is Named Insured and Spouse coverage or family coverage, coverage on the Spouse and/or Dependent children will be effective on the date that the Named Insured returns to status as a member of an eligible class.

TERMINATION OF INSURANCE

Termination of This Contract

This Policy can be cancelled:

- by You; or
- by Us.

If the premium is not paid when it is due or during the grace period, this Policy will terminate at midnight on the last day of the grace period. You must pay all premium due for the full period each Certificate is in force.

If We cancel this Policy for reasons other than Your failure to remit premium, a written notice will be delivered to You at least 30 days prior to the cancellation date.

You may cancel this Policy by written notice delivered to Us at least 31 days prior to the cancellation date. This Policy can be cancelled on an earlier date if We both agree. Coverage will end at 12:00 midnight Standard Time on the cancellation date.

PREMIUMS

When and Where to Pay Premiums

The premiums for the coverage must be paid to Us at Our home office when they are due.

The premium due dates are based on:

- the effective date of the coverage shown on the [Policy] [Certificate Schedule]; and
- the premium frequency.

The *premium frequency* is how often the premiums are paid.

Grace Period (If Premiums Are Not Paid When Due)

After the first premium, if the premium is not paid when it is due, it can be paid during the next 31 days. These 31 days are called the grace period. If the premium is not paid before the grace period ends, the coverage provided by this Policy will terminate at midnight on the last day of the grace period.

Our Right to Change Premiums

We have the right to change the premium We charge. If We plan to make a change, We will send You a notice at least 60 days before We make it.

A change in premium rate will not take effect before the end of the rate guarantee period shown on the Certificate Schedule. Provided, however, We may change premium rates at any time for reasons which affect the risk assumed, including the reasons shown below:

- a change occurs in the plan design;
- a division, subsidiary, or affiliated company is added or deleted;
- a substantial change occurs in the participation level of those eligible employees;
- the number of insureds changes by 25% or more; or
- a new law or a change in any existing law is enacted which applies to this plan.

GENERAL PROVISIONS

Coverage Provided by This Policy

We insure a Covered Person for a loss according to the provisions of this Policy.

When making a benefit determination under this Policy, We have discretionary authority to determine the Covered Person's eligibility for the benefits and to interpret the terms and provisions of the Policy.

Entire Contract: Changes

This Policy is a legal contract between You and Us. The Policy is issued in consideration for the application(s) and payments, called premiums. The initial rates for this Policy are shown on the Certificate Schedule.

Whenever We use the word Policy, We mean the entire contract. The entire contract consists of:

- the Policy, including the Certificate Schedule;
- the attached copy of the application(s); and
- any attached riders or endorsements.

Riders and endorsements add provisions to or change the terms of the Policy.

Any changes made to this Policy must be attached in writing and signed by one of Our executive officers at Our home office. No agent or anyone else can change this Policy or waive any of its provisions.

Furnishing Certificates

The Company will provide certificates to the Holder for delivery to each Named Insured. The Certificate will describe the insurance coverage and to whom payable. If the terms of a Certificate and this Policy differ, the Policy governs.

Benefit Amounts

Benefit amounts will be the amount of coverage selected at the time of application and reflected on the Named Insured's Certificate Schedule.

State Laws

Any provision of this Policy that, on the effective date, does not agree with state laws where the Named Insured lives will be amended to conform to the minimum requirements of those laws.

Information to Be Furnished By You

As the policyholder, You must keep a record of the Named Insureds and the particulars of the insurance on each. You should provide Us at regular intervals, on forms acceptable to Us, information relative to persons:

- who are eligible to enroll;
- who are insured by the coverage; and/or
- whose coverage terminates pursuant to the "Termination of a Named Insured's Coverage" provision.

You should also provide Us with any other information about the coverage that may be reasonably required, such as Named Insureds on leave of absence, including Named Insureds who are on leave under the Family and Medical Leave Act.

We have the right to inspect Your records which may have a bearing on the insurance provided by this Policy. We may inspect these at any time while this Policy is in force and within one year after the termination of this Policy.

In the absence of fraud, all statements made in any application are considered representations and not warranties. No representation of the policyholder in applying for insurance under this Policy will make it void unless the representation is contained in the application.

American Medical and Life Insurance Company
New York, New York

GROUP SUPPLEMENTAL HOSPITAL AND MEDICAL INSURANCE

THIS IS SUPPLEMENTAL COVERAGE PROVIDING BENEFITS DUE TO ACCIDENT AND SICKNESS. THIS CERTIFICATE EXPLAINS THE BENEFITS PROVIDED UNDER THE GROUP SUPPLEMENTAL HEALTH INSURANCE POLICY. BENEFITS PROVIDED ARE SUPPLEMENTAL AND NOT INTENDED TO COVER ALL MEDICAL EXPENSES. THIS IS NOT A SUBSTITUTE FOR COMPREHENSIVE HEALTH INSURANCE.

CERTIFICATE OF COVERAGE

Issued under the terms of

Group Insurance Policy Number: [12345]

**Issued to: [XYZ Company]
(herein called the Holder)**

Policy Date: [January 1, 2006]

American Medical and Life Insurance Company hereby certifies that members of the class(es) eligible for insurance are insured under the above Policy as determined by the Eligibility and Effective Date provisions. Class is defined in the Certificate Schedule.

This Certificate is evidence of insurance provided under the Policy. All benefits are paid according to the terms of the Policy. This Certificate describes the essential features of the insurance coverage.

In this Certificate, the words "Named Insured" or "You" means a member of an eligible class as described on the Certificate Schedule, who is insured under the Policy and for whom premiums are remitted. The words Covered Person refer to any person covered under the Policy as described on the Certificate Schedule. The words We, Us, Our or Company refer to American Medical and Life Insurance Company. Policy means the Group Supplemental Health Insurance contract owned by the Policy Holder and available for review by You. If the terms of Your Certificate of coverage and the Policy differ, the Policy will govern.

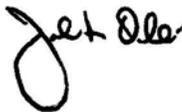
The Policy and this Certificate may be changed in whole or in part or cancelled as stated in the Policy. Such action may be taken without the consent of or notice to any Covered Person. Only an authorized officer at Our home office can approve a change. The approval must be in writing and endorsed on or attached to the Policy. No other person, including an agent, may change the Policy or Certificate or waive any of its provisions. Premiums are subject to periodic changes.

The male pronoun includes the female whenever used.

This Policy is delivered in and governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

TO OBTAIN INFORMATION YOU MAY CALL OUR TOLL FREE NUMBER: [1-800-XXX-XXXX]

For American Medical and Life Insurance Company:



Chairman, President and CEO

**The Policy is a Supplemental Policy. Please read this Certificate carefully.
THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.**

TABLE OF CONTENTS

CERTIFICATE OF COVERAGE.....	1
TABLE OF CONTENTS	2
CERTIFICATE SCHEDULE	3
GENERAL DEFINITIONS.....	4
ELIGIBILITY AND EFFECTIVE DATE.....	6
DESCRIPTION OF BENEFITS.....	7
LIMITATIONS AND EXCLUSIONS.....	11
TERMINATION OF INSURANCE.....	12
GENERAL PROVISIONS	12
HOW TO FILE A CLAIM/CLAIM PROVISIONS.....	13

CERTIFICATE SCHEDULE

The benefit specifications are shown on the following attachment(s) which are hereby made a part of this Certificate:

AMLI GRP LM 2007-SCHED Certificate Schedule

GENERAL DEFINITIONS

Additional definitions may be contained in other Certificate benefit provision or any endorsement or rider.

Accident

Accident means an unintended or unforeseen bodily injury sustained by a Covered Person, wholly independent of disease, bodily infirmity, illness, infection, or any other abnormal physical condition.

Complications of pregnancy means: the following:

(A) conditions, requiring hospital confinement (when the pregnancy is not terminated), whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion, and similar medical and surgical conditions of comparable severity, but shall not include false labor, occasional spotting, physician prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, pre-eclampsia, and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy; and

(B) non-elective cesarean section, termination of ectopic pregnancy, and spontaneous termination of pregnancy, occurring during a period of gestation in which a viable birth is not possible.

Confined or Confinement

Confined or Confinement means the assignment to a bed as a resident inpatient in a Hospital or a licensed Skilled Nursing Facility on the advice of a Physician or Confinement in an Observation Unit within a Hospital for a period of no less than 20 continuous hours on the advice of a Physician.

Covered Accident

A *Covered Accident* is an Accident which:

- occurs before the effective date and no medical advice or treatment was received, and if no symptoms occurred and treatment was rendered after the effective date;
- occurs while this Certificate is in force; and
- is not excluded by name or specific description in this Certificate.

Covered Person(s). You and Your Dependents who are insured under the Group Policy.

Covered Sickness

A *Covered Sickness* means: disease or illness including related conditions and recurrent symptoms of the Sickness for which medical care, treatment, diagnosis or advice was received while the Insured Person is covered under this Policy. Sickness also includes pregnancy and Complications of Pregnancy. All Sicknesses due to the same or a related cause are considered One Sickness.

Doctor or Physician

A *Doctor or Physician* means a legally qualified practitioner of the healing arts acting within the scope of his or her license and is not an Immediate Family Member, except for Dental Treatment.

For purposes of this definition, Immediate Family Member means a Covered Person's Spouse, son, daughter, mother, father, sister, or brother.

Experimental/Investigational

A drug, device or medical care or treatment will be considered experimental/investigational if:

- The drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished;
- The informed consent document utilized with the drug, device, medical care or treatment states or indicates that the drug, device, medical care or treatment is part of a clinical trial, experimental phase or investigational phase or if such a consent document is required by law;
- The drug, device, medical care or treatment or the patient informed consent document utilized with the drug, device or medical care or treatment was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal or state law requires such review and approval;
- Reliable evidence shows that the drug, device or medical care or treatment is the subject of ongoing Phase I or Phase II clinical trials, is the research, experimental study or investigational arm of ongoing Phase III clinical trials, or is otherwise under study to determine the maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis.

Reliable evidence means only: published reports and articles in authoritative medical and scientific literature; written protocol or protocols by the treating facility studying substantially the same drug, device or medical care or treatment; or the written informed consent used by the treating facility or other facility studying substantially the same drug, device, medical care or treatment. Benefits will be considered in accordance with the drug or device at the time it is given or when medical care is received.

Hospital

A *Hospital* means a short-term, acute general hospital that is:

- primarily engaged in providing, by or under continuous supervision of physicians, to inpatients

- diagnostic and therapeutic services for diagnosis, treatment and care of injured or sick persons;
- has organized departments of medicine and major surgery;
- has a requirement that every patient must be under the care of a physician or dentist;
- provides 24 hour nursing care by or under the supervision of RNs;
- has in effect a hospital review plan applicable to all patients which meets at least the standards set forth in Section 1861(k) of the United States Public Law 89-97 (42 USCA 1395x[k]);
- is duly licensed by the agency responsible for licensing such hospitals; and
- is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational or rehabilitory care.

Hospital Intensive Care Unit

A *Hospital Intensive Care Unit* means a place which:

- is a specifically designated area of the Hospital called an Intensive Care Unit that is restricted to patients who are critically ill or injured and who require intensive, comprehensive observation and care;
- is separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient Confinement
- is permanently equipped with special lifesaving equipment for the care of the critically ill or injured;
- is under constant and continuous observation by a specially trained nursing staff assigned exclusively to the Intensive Care Unit on a 24-hour basis; and
- has a Physician assigned to the Intensive Care Unit on a full-time basis.

A Hospital Intensive Care Unit that meets the definition above may include Hospital units with the following names:

- Intensive Care Unit;
- Coronary Care Unit;
- Neonatal Intensive Care Unit;
- Pulmonary Care Unit;
- Burn Unit;
- Transplant Unit.

A Hospital Intensive Care Unit is not any of the following step-down units:

- a progressive care unit;
- an intermediate care unit;
- a private monitored room;
- a sub-acute Intensive Care Unit;
- an Observation Unit; or

- any facility not meeting the definition of a Hospital Intensive Care Unit as defined in this Certificate.

Medically Necessary

Medically Necessary means a service or supply that is necessary and appropriate for the diagnosis or treatment of an Injury or Sickness based on generally accepted current medical practice. A service or supply will not be considered Medically Necessary if:

- it is provided only as a convenience to the Covered Person or provider;
- it is not appropriate treatment for the Covered Person's diagnosis or symptoms;
- it exceeds in scope, duration or intensity that level of care which is needed to provide safe, adequate and appropriate diagnosis or treatment; or
- it is experimental/investigational treatment.

The fact that a Physician may prescribe, order, recommend or approve a service or supply does not, of itself, make the service or supply Medically Necessary.

Named Insured

A *Named Insured* is a person who is a member of an eligible class and holds a certificate of coverage.

Observation Unit

An *Observation Unit* is a specified area within a Hospital, apart from the emergency room, where a patient can be monitored following outpatient surgery or treatment in the emergency room by a Physician; and which

- is under the direct supervision of a Physician or registered nurse; and
- is staffed by nurses assigned specifically to that unit; and
- provides care seven days per week, 24 hours per day.

Policy Year

Policy Year means a consecutive 12-month period or any part of such period, beginning on the Certificate Effective Date and ending on the Certificate Anniversary Date as shown on the Certificate Schedule.

[Pre-existing Condition

Pre-existing condition means a condition (whether physical or mental), regardless of the cause of the condition, for which medical advice, diagnosis, care or treatment was recommended or received from a physician within a 6 month period preceding the effective date of coverage of the Covered Person.]

Skilled Nursing Facility

Skilled Nursing Facility means a facility that is operated pursuant to law and is primarily engaged in providing room and board accommodations and skilled nursing care under the supervision of a duly licensed Physician.

ELIGIBILITY AND EFFECTIVE DATE

Effective Dates of Coverage

Your coverage under the Policy will start at 12:01 a.m. Standard Time on the effective date of coverage shown on Your Certificate Schedule.

Eligibility

To be eligible to enroll in the coverage, an individual must be a member of an eligible class as defined on the Certificate Schedule; and

Enrollment

An individual who is a member of an eligible class may enroll for coverage during the eligibility period, as shown on the Certificate Schedule that follows the later of:

- the Certificate Effective Date;
- the date the individual first becomes a member of an eligible class;

An individual who fails to enroll during the eligibility period may enroll only during the annual Open Enrollment Period shown on the Certificate Schedule.

Delayed Effective Date of Coverage

The effective date of any Named Insured's coverage will be delayed for any Named Insured if they are not a member of an eligible class on the effective date shown on the Certificate Schedule. The coverage will be effective on the date that the Named Insured returns to status as a member of an eligible class. If this is Named Insured and Spouse coverage or family coverage, coverage on the Spouse and/or Dependent children will be effective on the date that the Named Insured returns to status as a member of an eligible class.

Who is Covered By This Certificate

If this is Named Insured coverage as shown on the Certificate Schedule, We insure You, the Named Insured.

If this is Named Insured and Spouse coverage as shown on the Certificate Schedule, We insure You and Your Spouse.

If this family coverage, as shown on the Certificate Schedule, We insure You, Your Spouse (if applicable), and Your Dependent children.

Spouse means the person married to You on the day We issue Your Certificate.

Dependent children means:

unmarried child who is under 25 years of age who:

- (a) is your natural child; or
- (b) a legally adopted child of the Yours (including a child for whom you are a party in a suit in which the adoption of the child is being sought) or;
- (c) is your stepchild;

(d) a child for whom You have received a court order requiring that You have financial responsibility for providing health insurance; or

(e) is your grandchild if your grandchild is a dependent of the Yours for federal income tax purposes at the time the application for coverage of the grandchild is made.

Adopted children and step children will be eligible for coverage on the same basis as natural children.

Coverage for the Named Insured's newborn children:

A child born to You or Your insured Spouse will automatically become insured as a Dependent. The child must be born to the Named Insured or to his Spouse while this Policy is in force. We will cover each newborn child from the moment of live birth. Such coverage includes:

- the necessary care and treatment of medically diagnosed congenital defects;
- birth abnormalities;
- prematurity'

For each newborn, step child and/or adopted child, You must:

- notify Us within 31 days of his birth or when you are named a party in a suit in which you are adopting the child; and
- pay the required premium for him, if any.

If a newborn is not enrolled within 31 days of birth coverage will be provided from the date that notice is given. Any Additional premium required should be made to the Holder within 31 days of notification of birth or placement for the purposes of a step child and/ or adoption.

Coverage Continuation for Handicapped Children

A child's attainment of age 25 does not terminate coverage while the child is:

- (1) incapable of self-sustaining employment because of mental retardation or physical disability; and
- (2) chiefly dependent on the insured or group member for support and maintenance.

To continue coverage for a handicapped child you must provide proof of the child's incapacity and dependency:

- (1) not later than the 31st day after the date the child attains the limiting age; and
- (2) no more frequently than annually after the second anniversary of the date the child reaching age 25.

DESCRIPTION OF BENEFITS

[HOSPITAL CONFINEMENT BENEFITS

Hospital Confinement Benefit

We will pay the Hospital Confinement Benefit, shown on the Certificate Schedule, if any Covered Person incurs charges for and is Confined in a Hospital due to injuries received in a Covered Accident or due to a Covered Sickness. The Confinement to a Hospital must begin while the coverage is in force.

We will pay the amount shown on the Certificate Schedule for each day the Covered Person is confined, up to the Hospital Confinement Maximum Benefit shown on the Certificate Schedule.

We will not pay this benefit for:

- emergency room treatment;
- outpatient treatment; or
- Confinement of less than 20 hours to an Observation Unit.

We will not pay the Hospital Confinement benefit and the Hospital Intensive Care Unit Confinement benefit concurrently.

We will not pay for any Hospital Confinement of a newborn child of a covered person following birth unless the child is injured or sick.

Written proof of loss should include a Hospital bill verifying the patient's name, the dates of Hospital Confinement, the diagnosis and the charges incurred.}]

[Hospital Intensive Care Unit Confinement Benefit

We will pay the Hospital Intensive Care Unit Confinement Benefit, shown on the Certificate Schedule, if any Covered Person incurs charges for and is Confined to a Hospital Intensive Care Unit as the result of injuries received in a Covered Accident or due to a Covered Sickness. The Confinement to a Hospital Intensive Care Unit must begin while the coverage is in force.

We will pay the Hospital Intensive Care Unit benefit amount shown on the Certificate Schedule for each day the Covered Person is Confined, up to the Hospital Intensive Care Unit Maximum Benefit shown on the Certificate Schedule.

If any Covered Person is Confined to a Hospital care unit that does not meet the definition in this Policy of a Hospital Intensive Care Unit, We will pay the Hospital Confinement benefit up to the maximum benefit period shown on the Certificate Schedule. We will not pay the Hospital Intensive Care Unit Confinement benefit and the Hospital Confinement benefit concurrently.

We will not pay for any Hospital Confinement of a newborn child of a covered person following birth unless the child is injured or sick.

Written proof of loss should include a Hospital bill verifying the patient's name, the dates of Hospital Confinement, the diagnosis and the charges incurred.}]

[Surgery With Anesthesia Benefit

We will pay the Surgery Benefit, shown on the Certificate Schedule, if any Covered Person undergoes a surgical procedure due to a Covered Accident or Covered Sickness. The procedure must be performed by a Physician using anesthesia administered by a licensed anesthesiologist or certified registered nurse anesthetist (CRNA). We will pay this benefit once per covered surgical procedure. If a Covered Person has more than one surgical procedure performed at the same time, We will pay only one surgical procedure benefit, even if caused by more than one Accident or Sickness. We will pay the benefit that has the highest dollar value. The surgical procedure must occur while the coverage is in force.

The Anesthesia Benefit is the surgery benefit times the percentage shown in the Certificate Schedule.

If a Covered Person has more than one surgery for the same Covered Accident or Covered Sickness in a 90-day time period, We will pay the benefit that has the highest dollar value. If We have already paid a lower benefit amount for the same Covered Accident or Covered Sickness, We will deduct the amount paid from the higher benefit amount and pay the difference.

Written proof of loss should include the surgeon's and the anesthesiologist's or certified registered nurse anesthetist's (CRNA's) itemized statement(s) verifying the patient's name, the surgical procedure code(s), the date of treatment, the diagnosis and the charges incurred.

This benefit is subject to the Surgery Maximum Benefit shown on the Certificate Schedule.

This benefit will not be paid for surgeries performed without anesthesia.}]

[SKILLED NURSING FACILITY BENEFIT

We will pay the Skilled Nursing Facility Benefit, shown on the Certificate Schedule, if any Covered Person incurs charges for and is Confined in a Skilled Nursing Facility due to injuries received in a Covered Accident or due to a Covered Sickness. Payment of this benefit will be in lieu of any Hospital Confinement benefit.

We will pay the Skilled Nursing Facility Benefit, shown on the Certificate Schedule, for each day the Covered Person is Confined, up to the Skilled Nursing Maximum Benefit shown on the Certificate Schedule.

We will not pay this benefit for:

- emergency room treatment;
- outpatient treatment; or
- Confinement of less than 20 hours to an Observation Unit.

We will not pay the Skilled Nursing Facility benefit, if the Covered Person is Hospital Confined.]

[HOSPITAL ADMISSION BENEFIT

We will pay the Hospital Admission Benefit, shown on the Certificate Schedule, if any Covered Person incurs charges and is admitted to a Hospital as the result of injuries received in a Covered Accident or Covered Sickness while this coverage is in force. If admission is due to a Covered Accident the Covered Person must be admitted within [six] [months] after the Covered Accident.

If a Covered Person is admitted to a Hospital and is discharged and admitted again for the same or related condition within 90 days, We will treat this later Hospital admission as a continuation of the previous Confinement. If more than 90 days have passed between the periods of Hospital Confinement, We will treat this later admission as a new and separate admission.

We will not pay this benefit for:

- emergency room treatment;
- outpatient treatment; or
- A stay of less than 20 hours in an Observation Unit.]

This benefit is subject to the Hospital Admission Benefit Maximum Benefit, shown on the Certificate Schedule.

[DOCTOR'S OFFICE VISIT BENEFITS

Doctor's Office Visit

We will pay the Doctor's Office Visit Benefit, shown on the Certificate Schedule, if any Covered Person incurs charges for and requires a Doctor's office visit due to injuries received in a Covered Accident or due to a Covered Sickness. The visit must occur while the coverage is in force.

For a visit due to injuries received in a Covered Accident, the visit must occur within 72 hours after the date of the Covered Accident.

Services must be rendered by a licensed Physician acting within the scope of their license.

We will pay the Doctor's Office Visit benefit amount per visit shown on the Certificate Schedule, up to the Doctor's Office Visit Benefit Maximum Benefit, shown on the Certificate Schedule.

Written proof of loss should include bills verifying the patient name, the date of treatment, the diagnosis and the charges incurred.]]

[PREVENTIVE CARE TEST BENEFIT

We will pay the Preventive Care Test Benefit, shown on the Certificate Schedule, if any Covered Person incurs charges for and has one of the preventive care tests listed below performed while the coverage is in force.

This benefit is not subject to the limitations and exclusions listed in the Limitations and Exclusions section of this Policy.

We will pay the Preventive Care Test Benefit listed on the Certificate Schedule for one of only the following Preventive Care Tests (also referred to as "Tests" or "Test")

- Blood test for triglycerides
- Bone marrow testing
- Breast ultrasound
- CA 15-3 (blood test for breast cancer)
- CA 125 (blood test for ovarian cancer)
- CEA (blood test for colon cancer)
- Chest X-ray
- Colonoscopy or virtual colonoscopy
- Eye exam performed by a licensed optometrist or ophthalmologist
- Fasting blood glucose test
- Flexible sigmoidoscopy
- Hemoccult stool analysis
- Mammography
- PSA (blood test for prostate cancer)
- Pap smear or Thin Prep Pap Test
- Serum Protein Electrophoresis (blood test for myeloma)
- Stress test on a bicycle or treadmill
- Thermography

This benefit is subject to the Preventive Care Test Benefit Maximum Benefit shown on the Certificate Schedule.

Written proof of loss should include a billing statement from the medical provider conducting the test, verifying the patient's name, the type of Preventive Test performed and the date of treatment.]]

[URGENT CARE/EMERGENCY ROOM VISIT BENEFIT

We will pay the Urgent Care/Emergency Room Benefit, shown on the Certificate Schedule, if any Covered Person incurs charges for and requires medical care from an urgent care facility or emergency room due to injuries received in a Covered Accident or due to a Covered Sickness. The visit must occur while the coverage is in force.

For a visit due to injuries received in a Covered Accident, the visit must occur within 72 hours after the date of the Covered Accident.

Services must be rendered by a Physician including.

We will pay the Urgent Care/Emergency Room benefit amount shown on the Certificate Schedule, up to the Urgent Care/Emergency Room Benefit Maximum Benefit, shown on the Certificate Schedule.

Written proof of loss should include bills verifying the patient name, the date of treatment, the diagnosis and the charges incurred]

[DIAGNOSTIC, X-RAY AND LABORATORY TESTS BENEFIT

We will pay the Diagnostic Test Benefit shown on the Certificate Schedule when any Covered Person incurs charges for diagnostic, x-ray and/or laboratory testing caused by a Covered Accident or Covered Sickness.

Benefits are payable on a per day basis and are subject to:

- the Diagnostic Test Benefit amount per day;
- the maximum number of testing days per Policy Year, per Covered Person; and
- the definitions, limitations, exclusions and other provisions of this policy.

The Diagnostic Test must be performed:

- while the coverage is in force; and
- in a Hospital, ambulatory surgical center or Doctor's office.

The Diagnostic Test must be ordered by a Physician because of a Covered Accident or Covered Sickness.

Benefits are payable subject to the Maximum Number of Testing days per Policy Year for each Covered Person shown in the Certificate Schedule.

This benefit is subject to the Diagnostic Tests, X-ray and Laboratory Benefit Maximum Benefit shown on the Certificate Schedule.

We will not pay the Preventive Care Test Benefit and the Diagnostic Test Benefit concurrently.

Benefits for Colonoscopy Test are limited to one test per Policy Year per Covered Person.

If any Covered Person has a procedure for which a benefit would be payable under the Surgery With Anesthesia benefit, We will pay only the Surgery With Anesthesia benefit.

Written proof of loss should include a billing statement from the medical provider conducting the Diagnostic Test, verifying the patient's name, the type of Diagnostic

Test performed, the diagnosis and the charges incurred and the date of treatment.]

[PRESCRIPTION BENEFIT

We will pay the Prescription Benefit, shown on the Certificate Schedule, for a Covered Accident or Sickness if any Covered Person incurs charges for and has a prescription dispensed for medication prescribed for the Covered Person while the coverage is in force.

The prescription must be ordered by a Physician and dispensed by a licensed pharmacist.

We will not pay this benefit for medication not requiring a prescription. Medication recommended by a Physician but which is available without a prescription (over the counter) will not be covered, even if the Physician writes a prescription for the over-the-counter medication.

This benefit is subject to the Prescription Benefit Maximum Benefit, shown on the Certificate Schedule.

Proof of Loss for the Prescription Benefit

Written proof of loss should include a pharmacy detailed receipt or mail order pharmaceutical statement showing the patient's name, the name of the prescription drug(s), the date the prescription(s) was filled and the charge(s) incurred.]

[AMBULANCE BENEFIT

We will pay the Ambulance Benefit shown on the Certificate Schedule, if a licensed professional ambulance company transports any Covered Person by ground or air transportation to or from a Hospital or between medical facilities, where treatment is received as the result of a Covered Sickness or Accident. The Covered Person must incur charges while the coverage is in force for professional ambulance service to receive this benefit. The ambulance transportation must be within 90 days after a Covered Sickness or Accident. We will pay this amount once per Covered Sickness or Accident.

This benefit is subject to the Ambulance Benefit Maximum Benefit, shown on the Certificate Schedule.]

[MENTAL HEALTH BENEFITS

Inpatient Benefits

For Inpatient Benefits, we will pay the Mental Health Inpatient Benefit, shown on the Certificate Schedule, for each day of confinement if any Covered Person is confined to a Hospital or licensed institution to provide treatment for Mental Illness.

Benefits are subject to the Mental Health Inpatient Benefit Maximum Benefit shown on the Certificate Schedule.

Outpatient Benefits

For Outpatient Benefit, we will pay the Mental Health Outpatient Benefit, shown on the Certificate Schedule, for Covered Persons receiving treatment as a result of Mental Illness.

Benefits are subject to the Mental Health Outpatient Benefit Maximum shown on the Certificate Schedule.

Mental Illness means any mental condition including but not limited to affective disorders, neuroses, anxiety, stress, adjustment reactions, Alzheimer's disease and other organic senile dementias.

We will not pay any benefit for stays in a Half-Way house or other place that is not a licensed facility offering treatment for Mental Illness.]

[CHEMICAL ABUSE AND DEPENDENCY DIAGNOSIS AND TREATMENT BENEFIT

We will pay the Chemical Abuse and Dependency Diagnosis and Treatment Benefit, shown on the Certificate Schedule for Covered Persons receiving services provided in facilities which are accredited by the joint commission on accreditation of hospitals as alcoholism, substance abuse or chemical dependence treatment programs, for the treatment of Chemical Abuse and Chemical Dependency.

Benefits for detoxification services as a consequence of chemical dependence are subject to the Detoxification Maximum Benefit, shown on the Certificate Schedule, of 7 days of active treatment per Policy Year per Family.

Benefits for rehabilitation services are subject to the Rehabilitation Maximum Benefit, shown on the Certificate Schedule, of 30 days of inpatient care per Policy Year per Family.

Chemical Abuse and Dependence Diagnosis and Treatment

The term "chemical abuse" means alcohol and substance abuse.

[[ACCIDENTAL DEATH [AND DISMEMBERMENT] BENEFIT

[Accidental Death Benefit

We will pay the Accidental Death Benefit, shown on the Certificate Schedule if any Covered Person is injured as the result of a Covered Accident, and the injury causes the Covered Person to die within 90 days after the Covered Accident.]

[Dismemberment Benefit

We will pay the Dismemberment Benefit amount shown on the Rider Schedule if any Covered Person is injured as the result of a Covered Accident. Loss must occur within 90 days after the Covered Accident.

AMLI GRP LM 2007 CERT TX ASSC

Only one amount will be paid for all losses resulting from one Accident. We will pay the largest benefit amount to which the Covered Person is entitled. Payment will be made to the Covered Person, or in the event of his death, to the named beneficiary.]

Proof of Loss

We must be given written proof of loss within 90 days after the covered loss occurs. If an authorized representative is not able to give Us written proof of loss within 90 days, it will not have a bearing on the claim if proof is given to Us as soon as it is reasonably possible except in the absence of legal capacity. Written proof of loss must include a claim form and if loss is due to death of a covered person, a certified copy of the death certificate.

Beneficiary

In the event of a benefit payable due to the Named Insured's death, the Accidental Death benefit will be paid to the Named Insured's beneficiary. The beneficiary is the person the Named Insured designated in the enrollment form as the beneficiary, unless it was changed at a later date. If a beneficiary was not named or if the person named is not living at the Named Insured's death, any Accidental Death benefit due will be paid in this order to:

the Insured's Spouse; or children; or parents; or brothers and sisters; or estate. In the event of a benefit payable due to the death of a Spouse or Dependent child, the Accidental Death benefit will be paid to the Named Insured, if living, otherwise to the estate of the insured Spouse or Dependent child.

If benefits are payable to a Covered Person's estate, We can pay benefits up to \$1,000 to someone related to the Covered Person by blood or marriage who We feel is fairly entitled to them. If We do this, We will have no responsibility for this payment because We made it in good faith.

Change of Beneficiary

The Named Insured can ask Us to change their beneficiary at any time. The Insured should notify Us, and We will send him the form to complete. The request must be witnessed by someone other than his present beneficiary or his proposed beneficiary and returned to Us at Our home office. The change must be approved by Us. If approved, it will go into effect the day he signed the request. The change will not have a bearing on any payment We make before We receive it.]

[DENTAL BENEFIT

We will pay the Maximum Covered Charge for the corresponding Dental Procedure listed on the Certificate Schedule for any Covered Person receiving the dental procedure. Any procedure not listed is excluded. If one or more of the listed procedures would be appropriate according to customary dental practice, the Maximum Covered Charge will be the amount allowable for the lesser charge.]

[TERM LIFE BENEFIT

We will pay the Term Life Benefit, shown on the Certificate for any Covered Person, who dies.]

LIMITATIONS AND EXCLUSIONS

We will not pay benefits for:

Treatment, services or supplies which:

- Are not Medically Necessary;
- Are not prescribed by a Doctor as necessary to treat Sickness or injury;
- Are experimental/investigational in nature, except as required by law;
- Are received without charge or legal obligation to pay; or
- Is provided by an immediate family member.

Additional Limitations and Exclusions

Except as specifically provided for in this Policy or any attached Riders, We will not pay benefits for Sickness or injuries that are caused by:

[Alcoholism or Drug Addiction]

[Dental Procedures –Dental care or treatment except for such care or treatment due to accidental injury to sound natural teeth within 12 months of the accident and except for dental care or treatment necessary due to congenital disease or anomaly.]

Elective Procedures and Cosmetic Surgery – Cosmetic surgery, except that cosmetic surgery shall not include reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection or other disease of the involved part and reconstructive surgery because of congenital disease or anomaly of a covered dependent child which has resulted in a functional defect.

Felony or Illegal Occupation Commission of or attempt to commit a felony or to which a contributing cause was the insured's being engaged in an illegal occupation.

[Manipulations of the Musculoskeletal System –care in connection with the detection and correction by manual or mechanical means of structural imbalance, distortion or subluxation in the human body for purposes of removing nerve interference and the effects thereof, where such interference is the result of or related to distortion, misalignment or subluxation of or in the vertebral column.]

[Mental Illness – is a psychiatric or psychological condition including but not limited to affective disorders, neuroses, anxiety, stress and adjustment reactions. Mental Illness is not covered under this Policy. However, Alzheimer's disease and other organic senile dementias are covered under this Policy.]

Suicide or Injuries Which Any Covered Person Intentionally Does to Himself- suicide, attempted suicide or intentionally self-inflicted injury.

War or Act of War. War or act of war (whether declared or undeclared; participation in a felony, riot or insurrection; service in the Armed Forces or units auxiliary thereto. Losses as a result of acts of terrorism committed by individuals or groups will not be excluded from coverage unless the Covered Person who suffered the loss committed the act of terrorism.

Worker's Compensation –benefits provide under any State or Federal workers' compensation, employers' liability or occupational disease law.

[Pre-existing Condition Limitation

There is no coverage for a pre-existing condition for a continuous period of 12 months following the effective date of coverage under this Policy.

This limitation does not apply to:

- genetic information in the absence of a diagnosis of the condition related to such information;
- a newborn child who is enrolled in the plan within 30 days after birth; nor to a child who is adopted or placed for adoption before attaining 18 years of age; and as of the last day of the 30-day period beginning on the date of birth, adoption or placement for adoption, is covered under creditable coverage;
- pregnancy; and
- an individual, and any dependent of such individual, who is eligible for a federal tax credit under the federal Trade Adjustment Assistance Reform Act of 2002 and who has three months or more of creditable coverage.

In determining whether a pre-existing condition limitation applies, we will credit the time the covered person was previously covered under creditable coverage, if the previous creditable coverage ended no more than 63 days before the Covered Person's effective date under the Group Policy.

Creditable coverage includes (a) a group health plan; (b) health coverage; (c) Part A or Part B of title XVIII of the Social Security Act; (d) Title XIX of the Social Security Act, other than coverage consisting solely of benefits under section 1928; (e) Chapter 55 of title 10, United States Code; (f) a medical care program of the Indian Health Service or of a tribal organization; (g) a state health benefits risk pool; (h) a health plan offered under chapter 89 of title 5, United States Code; (i) a public health plan, including health coverage provided under a plan established or maintained by a foreign country or political subdivision (as defined in regulations); (j) a health plan under section 5(e) of the Peace Corps Act (22 U.S.C. 2504(e)) and coverage under S-CHIP.]

TERMINATION OF INSURANCE

Termination of a Named Insured's Coverage

The coverage on a Named Insured will terminate on the earliest of the following dates:

- the date the Policy terminates; or
- midnight on the last day, for which premium was paid, if premium is not paid by the end of the grace period, or
- 90 days after the date written notice was provided that the Named Insured is no longer in an eligible class; or
- the date the Named Insured's class is no longer included for insurance; or
- on the date the Named Insured asks Us to end their coverage.

If we discontinue to offer this coverage to a particular class we will provide the class the option to purchase other coverage currently offered in such market without regard to the claims experience of the class or any health related status to any insureds covered or new insureds who may become eligible for such coverage.

Extension of Benefits

Termination of coverage will not affect any claim that began while the coverage was in force.

If a Covered Person is Confined in a Hospital on the date coverage terminates We will continue to pay any applicable benefits until the earlier of

- the date the Covered Person is discharged from the Hospital; or
- 90 days after the date the coverage terminates.

When Coverage Ends on the Named Insured's Spouse and/or Dependents

If this is Named Insured and Spouse coverage or two-parent family coverage, coverage on the Named Insured's Spouse will end:

- if the Policy terminates;
- if the premiums are not paid for the Named Insured's Spouse when they are due;
- on the date the Named Insured asks Us to end their Spouse's coverage;
- on the date the Named Insured dies; or
- on the date the next premium is due after the Named Insured divorces their Spouse.

If this is family coverage, coverage on the Named Insured's dependents will end:

- if this Policy terminates;
- if the premium is not paid for the Named Insured's dependents when it is due;
- on the date the Named Insured asks Us to end their Dependent coverage; or
- on the date the Named Insured dies.

Coverage will end on each Dependent child when they no longer qualifies as a Dependent as defined in the

Certificate. It is the Named Insured's responsibility to notify Us if any Dependent no longer qualifies as an eligible Dependent. If this is family coverage and all of the dependents no longer qualify as eligible dependents and We are not notified, the extent of Our liability will be to refund premium for the time period for which they did not qualify. Coverage will not end on a Dependent child who reaches the limiting age if that child is incapable of self-sustaining employment by reason of mental illness, developmental disability, mental retardation as defined in the mental hygiene law or physical handicap and who became so incapable prior to the attainment of the age at which dependent coverage would otherwise terminate and who is dependent upon such employee or member for support and maintenance.

GENERAL PROVISIONS

Coverage Provided by the Policy

We insure a Covered Person for loss according to the provisions of the Policy.

When making a benefit determination under the Policy, We have discretionary authority to determine the Covered Person's eligibility for the benefits and interpret the terms and provisions of the Policy.

State Laws

Any provision of the Policy that, on the effective date, does not agree with state laws where the Named Insured lives will be amended to conform to the minimum requirements of those laws.

Incontestability

The validity of the policy may not be contested after the policy has been in force for two years after its date of issue; and

(2) in the absence of fraud, a statement made by any individual covered by the policy relating to the individual's insurability may not be used in contesting the validity of the insurance with respect to which the statement was made:

(A) after the insurance has been in force before the contest for two years during the individual's lifetime; and
(B) unless the statement is contained in a written instrument signed by the individual making the statement.

Representations

In the absence of fraud, a statement made by the policyholder or an insured is considered a representation and not a warranty; and

(2) a statement made by the policyholder or an insured may not be used in any contest under the policy, unless a copy of the written instrument containing the statement is or has been provided to:

(A) the person making the statement; or
(B) If the statement was made by the insured and the insured has died or become incapacitated, the insured's beneficiary or personal representative.

Misstatement of Age and Sex

If the age or sex of a person covered under this Certificate has been misstated, We will make an equitable adjustment of the premium. Such premium will be the difference between the premiums paid and the premiums which would have been paid at Your true age or sex, whichever applies. If coverage would not have been issued, We will refund the premiums paid for such insurance.

Entire Contract

This Policy Certificate is a legal contract between You and Us. The Policy is issued in consideration for the application(s) and payments, called premiums.

Whenever We use the word Policy, We mean the entire contract. The entire contract consists of:

- the Policy, including the Certificate Schedule;
- the attached copy of the application(s); and
- any attached riders or endorsements.

HOW TO FILE A CLAIM/CLAIM PROVISIONS

How to File a Claim

A claim form must be completed within 90 days after the covered loss begins or as soon as it is reasonably possible. The claim form, along with proof of loss, should be sent to Us at Our home office.

If the Named Insured does not have a claim form, he must give Us a written statement describing the loss within 90 days after the covered loss begins or as soon as it is reasonably possible. The statement should include his name and Certificate Schedule Number as shown in the Certificate Schedule. It must also include proof of loss and how the loss occurred. The Named Insured should send the statement to Us at Our home office. When We receive the statement describing the loss, We will send him claim forms within 15 days. If he does not receive claim forms, his written statement along with the proof of loss will be used to process his claim.

Proof of Loss

The Named Insured must give Us a written proof of loss within 90 days after the covered loss begins. If he is not able to give Us written proof of loss within 90 days, it will not have a bearing on this claim if proof is given to Us as soon as it is reasonably possible, except in the absence of legal capacity.

Refer to the applicable benefit section(s) for written proof of loss requirement.

Payment of Claim

Benefits will be paid to the Named Insured; Custodial Parent or to the designated beneficiary on record. If no named beneficiary is on record with us all or any part of the benefits owed will be paid to the estate. In lieu of paying benefits to the estate we may at our option pay benefits to any one or more of the following surviving relatives:

- spouse;
- mother;
- father
- child or children; and
- brothers or sisters.

If there are no survivors in any of these classes, we may pay benefits for expenses on account to a Hospital or Doctor's office or other person actually supporting him or her and who is deemed by us to be entitled to payment. Any payments made in good faith will end our liability to the extent of the payment.

Custodial parent means an individual who:

(A) is a managing conservator of a child or a possessory conservator of a child who is a parent of the child; or
(B) is a guardian of the person or other custodian of a child and is designated as guardian or custodian by a court or administrative agency of this or another state.

Time of Payment of Claim

We will pay any benefits due not more than 60 days after We receive written proof of loss.

Questions Concerning the Named Insured's Claim

If the Named Insured has questions concerning his claim, he can call Us at Our home office.

Physical Examinations

We can require that any Covered Person be examined by a Physician of Our choice at Our expense as often as it is reasonably necessary while his claim is pending.

Legal Action

We cannot be sued for benefits under the Policy until 60 days after written proof of loss has been given as required by the Policy or the expiration of 3 years from the time We receive written proof of loss.

**American Medical and Life Insurance Company
New York, New York**

**POLICYHOLDER APPLICATION FOR
GROUP SUPPLEMENTAL HOSPITAL AND MEDICAL INSURANCE**

1. Name of Association _____ Group #: _____

2. Address (Street) _____

City: _____ State: _____ Zip Code: _____

3. Phone Number: _____ 4. Plan Administrator: _____

5. Nature of Association: _____ 6. Effective Date of Coverage: _____

7. Initial Enrollment: Start Date _____ Stop Date: _____

8. Subsequent Annual Enrollment Period, Subject to the Agreement of the Policyholder and American Medical Life and Health Insurance Company

Start Date _____ Stop Date: _____

9. Eligibility Period: _____

10. Eligible Class

Association Group

All active members of Association as determined by bylaws or charter of the Association

Number of eligible members: _____

Is there any association contribution? Yes No If yes, what percentage? _____ %

Named Insured Only: 100% 75% 50% _____ (other)

Named Insured and Spouse: 100% 75% 50% _____ (other)

Family: 100% 75% 50% _____ (other)

Plan Applied For:

Member Class: _____

12. Policy Benefits Selected: (See Rate Manual for Options)

[Accident Medical Benefit	
Deductible	[\$250] per Policy Year per Covered Person
Accident Medical Benefit	[80]%
Maximum Benefit	[\$500] per Policy Year per Covered Person]
[Hospital Confinement Benefits	
Hospital Confinement Benefit	[\$300] per day of confinement
Maximum Benefit	[60] days per Policy Year per Family]
[Hospital Intensive Care Unit Confinement Benefit	[\$600] per day of confinement
Maximum Benefit Period	Up to [15] days per Policy Year per Family]
[Surgery Benefit	
[Option 1: Maximum Benefit per Surgery	The lesser of the charge incurred or; \$[3,500]
Maximum Benefit	[\$20,000]] per Policy Year per Family]

[Option 2: Maximum Benefit per Surgery	[50% - 100%] [2006] RBRVS
Maximum Benefit	[\$3,500]] per Policy Year per Family]
Anesthesia Benefit	[25] % of surgical benefit.]
[Skilled Nursing Facility Benefit	
Skilled Nursing Facility Benefit	[\$200] per day of confinement
Maximum Benefit	Up to [60] days per Policy Year per Family]
[Hospital Admission Benefit	
Hospital Admission Benefit	[\$250 - \$2,000] per admission
Maximum Benefit	[\$2,000 – 10,000 in \$1,000 increments] per Policy Year per Family]
[Doctor's Office Visit Benefits	
Doctor's Office Benefit	[\$50] per visit
Maximum Benefit	[3] visits per Policy Year per Covered Person]
[Preventive Care Test Benefit	
Preventive Care Test Benefit	[\$50] per Test
Maximum Benefit	[1] Tests per Policy Year per Covered Person]
[Urgent Care/Emergency Room Benefit	
Urgent Care/Emergency Room Benefit	[\$50] per Visit
Maximum Benefit	[3] Visits per Policy Year per Covered Person]
[Diagnostic Tests, X-ray and Laboratory Benefit	
Diagnostic Test Benefit	[\$100] per day
Maximum Benefit	[3] Tests per Policy Year per Covered Person]
[Prescription Benefit	
Prescription Benefit	[\$20] per prescription
Maximum Benefit	[2] prescriptions per month per Covered Person]
[Ambulance Benefit	
Ambulance Benefit	[\$100] per covered sickness/accident per Covered Person
Maximum Number of Benefits	[3] per Policy Year per Family.]
[Mental Health Benefit	
Mental Health Inpatient Benefit	[\$50] per day
Mental Health Inpatient Maximum Benefit	[30] days per Policy Year per Family
Mental Health Outpatient Benefit	[\$50] per treatment
Mental Health Outpatient Maximum Benefit	[\$700] per Policy Year per Family]
[Chemical Abuse and Dependence Diagnosis and Treatment Benefit	
Chemical Abuse and Dependence Diagnosis and Treatment Benefit	[\$100] per day
Detoxification Maximum Benefit	7 Days of Active Treatment per Policy Year per Family
Inpatient Rehabilitation Maximum Benefit	30 Days per Policy Year per Family
[Accidental Death [and Dismemberment Benefit]	
Accidental Death Benefit	[\$5,000]
[Dismemberment Benefit	[\$5,000]]]
[Dental Benefit	
Dental Benefit Deductible	[\$50.00] per Policy Year per Covered Person

<u>Procedure Number</u>	<u>Description of Services</u>	<u>Maximum Covered Charge</u>
PREVENTIVE PROCEDURES		
ORAL EXAMINATIONS		
D0120	Periodic oral examination (limited to one examination every 6 months) provided no other procedure is performed during the same visit	[\$17.00]
D0140	Limited oral evaluation/problem focused	[\$27.00]
D0150	Comprehensive oral evaluation (limited to one examination per coverage year)	[\$27.00]
D9110	Palliative (Emergency) treatment, per visit	[\$38.00]
X-RAY AND PATHOLOGY		
(Except for injuries, covered charge includes examination and diagnosis.)		
D0210	Intraoral (including bitewings) (limited to once every 3 years)	[\$40.00]
D0220	Intraoral - Single film/initial	[\$7.00]
D0230	Intraoral - Each additional	[\$7.00]
D0240	Intraoral occlusal view, maxillary or mandibular, each (limited to once every 36 consecutive months)	[\$10.00]
D0250	Extraoral – Single film/initial	[\$11.00]
D0260	Extraoral - Each additional	[\$9.00]
D0270	Bitewing – Single film (limited to once every 6 months)	[\$8.00]
D0272	Bitewing films, 2 films (limited to once every 6 months)	[\$12.00]
D0274	Bitewing films, 4 (limited to once every 6 months)	[\$17.00]
PROPHYLAXIS AND FLUORIDE APPLICATIONS		
D1110	Prophylaxis for individuals age 14 or over, treatments to include scaling and polishing (limited to one treatment every 6 months)	[\$30.00]
D1120	Prophylaxis for children under age 14 (limited to one treatment every 6 months)	[\$20.00]
D1203	Topical application of fluoride/child (limited to one treatment per 6 consecutive months)	[\$12.00]
D1204	Topical application of fluoride/adult (limited to one treatment per 6 consecutive months)	[\$12.00]
D1351	Sealant, per tooth	[\$16.00]
BASIC PROCEDURES		
AMALGAM RESTORATIONS — PRIMARY/PERMANENT TEETH		
D2140	Amalgam - 1 surface	[\$35.00]
D2150	Amalgam - 2 surfaces	[\$45.00]
D2160	Amalgam - 3 surfaces	[\$56.00]
D2161	Amalgam - 4 or more surfaces	[\$64.00]
SYNTHETIC RESTORATIONS		
D2330	Resin-based composite - 1 surface, anterior	[\$42.00]
D2331	Resin-based composite - 2 surfaces, anterior	[\$55.00]
D2332	Resin-based composite - 3 surfaces, anterior	[\$67.00]
D2335	Resin-based composite - 4 or more surfaces, or involving incisal angle, anterior	[\$71.00]
D2390	Resin-based composite crown - anterior primary	[\$77.00]
D2391	Resin-based composite - 1 surface, posterior	[\$50.00]
D2392	Resin-based composite - 2 surfaces, posterior	[\$68.00]
D2393	Resin-based composite - 3 or more surfaces, posterior	[\$85.00]
ORAL SURGERY		
(Includes local anesthesia and routine post-operative care).		
EXTRACTIONS		
D7140	Extraction - Erupted tooth of exposed root	[\$39.00]
D7220	Removal of impacted tooth – Soft tissue	[\$45.00]
D7230	Removal of impacted tooth – Partially bony	[\$70.00]
D7240	Removal of impacted tooth – Completely bony	[\$85.00]
D7241	Removal of impacted tooth – Completely bony with unusual surgical complications	[\$85.00]
D7250	Surgical removal of residual tooth roots	[\$30.00]
D7510	Incision and drainage of abscess	[\$45.00]
D9220	General anesthesia	[\$52.00]
PERIODONTICS		
D4341	Periodontal scaling and root planing, per quadrant	[\$72.00]
D4355	Full mouth debridement to enable comprehensive periodontal evaluation and diagnosis	[\$50.00]

**American Medical and Life Insurance Company
New York, New York**

**GROUP SUPPLEMENTAL HOSPITAL AND MEDICAL INSURANCE
CERTIFICATE SCHEDULE**

Named Insured: [John Member]

Certificate Schedule Number: [123]

Group Policy Number: [12345]

Policy Holder: [XYZ Company]

Certificate Effective Date: [January 1, 2006]

Certificate Anniversary Date: [January 1, of each year]

Open Enrollment Period: [January 1] through [December 31] during each Policy Year

1. Description of Eligible Classes

I. - All active members of [ABC Association] as determined by bylaws or charter of the Association

[II. Dependents of Named Insured as defined in the Policy.]

2. Eligibility Period: [31 days]

3. Plan Type: [Association-Paid – Association Contributions 1 - 100 %] [Voluntary]

4. Coverage: [Named Insured] [Named Insured and Spouse] [Family]

5. Benefits:

[Accident Medical Benefit	
Accident Medical Benefit Deductible	[\$250] per Policy Year per Covered Person
Accident Medical Benefit	[80]%
Accident Medical Maximum Benefit	[\$500] per Policy Year per Covered Person]
[Hospital Confinement Benefits	
Hospital Confinement Benefit	[\$300] per day of confinement
Maximum Benefit	[60] days per Policy Year per Family]
[Hospital Intensive Care Unit Confinement Benefit	[\$600] per day of confinement
Maximum Benefit Period	Up to [15] days per Policy Year per Family]
[Surgery Benefit	
[Option 1: Maximum Benefit per Surgery	The lesser of the charge incurred or; \$[3,500]
Maximum Benefit	[\$[20,000]] per Policy Year per Family]
[Option 2: Maximum Benefit per Surgery	See Surgical Fee Schedule
Maximum Benefit	[\$[3,500]] per Policy Year per Family]

Anesthesia Benefit	[25] % of surgical benefit.]
[Skilled Nursing Facility Benefit	
Skilled Nursing Facility Benefit	[\$200] per day of confinement
Maximum Benefit	Up to [60] days per Policy Year per Family]
[Hospital Admission Benefit	
Hospital Admission Benefit	[\$250 - \$2,000] per admission
Maximum Benefit	[\$2,000 – 10,000 in \$1,000 increments] per Policy Year per Family]
[Doctor’s Office Visit Benefits	
Doctor’s Office Benefit	[\$50] per visit
Maximum Benefit	[3] visits per Policy Year per Covered Person]
[Preventive Care Test Benefit	
Preventive Care Test Benefit	[\$50] per Test
Maximum Benefit	[1] Tests per Policy Year per Covered Person]
[Urgent Care/Emergency Room Benefit	
Urgent Care/Emergency Room Benefit	[\$50] per Visit
Maximum Benefit	[3] Visits per Policy Year per Covered Person]
[Diagnostic Tests, X-ray and Laboratory Benefit	
Diagnostic Test Benefit	[\$100] per day
Maximum Benefit	[3] Tests per Policy Year per Covered Person]
[Prescription Benefit	
Prescription Benefit	[\$20] per prescription
Maximum Benefit	[2] prescriptions per month per Covered Person]
[Ambulance Benefit	
Ambulance Benefit	[\$100] per covered sickness/accident per Covered Person
Maximum Number of Benefits	[3] per Policy Year per Family.]
[Mental Health Benefit	
Mental Health Inpatient Benefit	[\$50] per day
Mental Health Inpatient Maximum Benefit	[30] days per Policy Year per Family
Mental Health Outpatient Benefit	[\$50] per treatment
Mental Health Outpatient Maximum Benefit	[\$700] per Policy Year per Family]
[Chemical Abuse and Dependence Diagnosis and Treatment Benefit	
Chemical Abuse and Dependence Diagnosis and Treatment Benefit	[\$100] per day
Detoxification Maximum Benefit	7 Days of Active Treatment per Policy Year per Family
Inpatient Rehabilitation Maximum Benefit	30 Days per Policy Year per Family]
[Accidental Death [and Dismemberment Benefit]	
Accidental Death Benefit	[\$5,000]
[Dismemberment Benefit	[\$5,000
	Loss of both hands or feet – 100%
	Loss of sight of both eyes – 100%

	Loss of one hand and one foot – 75%	
	Loss of one hand and sight of one eye – 50%	
	Loss of one hand – 25%	
	Loss of sight of one eye – 25%]]	
[Dental Benefit		
Dental Benefit Deductible	[\$50.00] per Policy Year per Covered Person	
<u>Procedure Number</u>	<u>Description of Services</u>	
	<u>Maximum Covered Charge</u>	
PREVENTIVE PROCEDURES		
ORAL EXAMINATIONS		
D0120	Periodic oral examination (limited to one examination every 6 months) provided no other procedure is performed during the same visit	[\$17.00]
D0140	Limited oral evaluation/problem focused	[\$27.00]
D0150	Comprehensive oral evaluation (limited to one examination per coverage year)	[\$27.00]
D9110	Palliative (Emergency) treatment, per visit	[\$38.00]
X-RAY AND PATHOLOGY		
(Except for injuries, covered charge includes examination and diagnosis.)		
D0210	Intraoral (including bitewings) (limited to once every 3 years)	[\$40.00]
D0220	Intraoral - Single film/initial	[\$7.00]
D0230	Intraoral - Each additional	[\$7.00]
D0240	Intraoral occlusal view, maxillary or mandibular, each (limited to once every 36 consecutive months)	[\$10.00]
D0250	Extraoral – Single film/initial	[\$11.00]
D0260	Extraoral - Each additional	[\$9.00]
D0270	Bitewing – Single film (limited to once every 6 months)	[\$8.00]
D0272	Bitewing films, 2 films (limited to once every 6 months)	[\$12.00]
D0274	Bitewing films, 4 (limited to once every 6 months)	[\$17.00]
PROPHYLAXIS AND FLUORIDE APPLICATIONS		
D1110	Prophylaxis for individuals age 14 or over, treatments to include scaling and polishing (limited to one treatment every 6 months)	[\$30.00]
D1120	Prophylaxis for children under age 14 (limited to one treatment every 6 months)	[\$20.00]
D1203	Topical application of fluoride/child (limited to one treatment per 6 consecutive months)	[\$12.00]
D1204	Topical application of fluoride/adult (limited to one treatment per 6 consecutive months)	[\$12.00]
D1351	Sealant, per tooth	[\$16.00]
BASIC PROCEDURES		
AMALGAM RESTORATIONS — PRIMARY/PERMANENT TEETH		
D2140	Amalgam - 1 surface	[\$35.00]
D2150	Amalgam - 2 surfaces	[\$45.00]
D2160	Amalgam - 3 surfaces	[\$56.00]
D2161	Amalgam - 4 or more surfaces	[\$64.00]
SYNTHETIC RESTORATIONS		
D2330	Resin-based composite - 1 surface, anterior	[\$42.00]
D2331	Resin-based composite - 2 surfaces, anterior	[\$55.00]
D2332	Resin-based composite - 3 surfaces, anterior	[\$67.00]
D2335	Resin-based composite - 4 or more surfaces, or involving incisal angle, anterior	[\$71.00]
D2390	Resin-based composite crown - anterior primary	[\$77.00]
D2391	Resin-based composite - 1 surface, posterior	[\$50.00]
D2392	Resin-based composite - 2 surfaces, posterior	[\$68.00]
D2393	Resin-based composite - 3 or more surfaces, posterior	[\$85.00]
ORAL SURGERY		
(Includes local anesthesia and routine post-operative care).		
EXTRACTIONS		
D7140	Extraction - Erupted tooth of exposed root	[\$39.00]
D7220	Removal of impacted tooth – Soft tissue	[\$45.00]
D7230	Removal of impacted tooth – Partially bony	[\$70.00]

D7240	Removal of impacted tooth – Completely bony	\$[85.00]
D7241	Removal of impacted tooth – Completely bony with unusual surgical complications	\$[85.00]
D7250	Surgical removal of residual tooth roots	\$[30.00]
D7510	Incision and drainage of abscess	\$[45.00]
D9220	General anesthesia	\$[52.00]
PERIODONTICS		
D4341	Periodontal scaling and root planing, per quadrant	\$[72.00]
D4355	Full mouth debridement to enable comprehensive periodontal evaluation and diagnosis	\$[50.00]
D4910	Periodontal maintenance procedures following active therapy, periodontal prophylactic	\$[3.00]
ENDODONTICS (excluding final restoration)		
D3220	Therapeutic pulpotomy	\$[125.00]
D3310	Complete root canal therapy - Anterior	\$[125.00]
D3320	Complete root canal therapy – Bicuspid	\$[135.00]
D3330	Complete root canal therapy - Molar	\$[140.00]
[Term Life Benefit		\$[5,000]

- 6. Pre-existing Condition Limitation Period 12 months following the effective date of coverage under this Policy
- 7. Rates: See Attached Rate Sheet
- 8. Rate Guarantee Period A change in premium rate will not take effect before [12] months after the policy effective date.

American Medical and Life Insurance Company
New York, New York

ARKANSAS AMENDATORY ENDORSEMENT

This amendatory endorsement is made a part of the Policy or Certificate to which it is attached and is subject to all terms and provisions of such Policy or Certificate not inconsistent herewith. This amendatory endorsement is applicable only to Covered Persons who are residents of Arkansas on the Certificate Date.

A. Under **ELIGIBILITY AND EFFECTIVE DATE, Who is Covered By This Certificate**, the following changes are hereby made:

1. Coverage for the Named Insured's newborn children, is deleted and replaced with the following:

Coverage for the Named Insured's newborn children:

A child born to a Named Insured or a Named Insured's Spouse will automatically become insured as a Dependent. The child must be born to the Named Insured or to his or her Spouse while the Policy is in force. We will cover each newborn child from the moment of live birth, for up to 90 days. Such coverage includes:

- the necessary care and treatment of medically diagnosed congenital defects;
- birth abnormalities;
- prematurity'

For each newborn child, the Named Insured must:

- notify Us within 90 days of birth or when the Named Insured is named a party in a suit in which he or she is adopting the child; and
- pay the required premium for the newborn child, if any.

For each step child and/or adopted child, the Named Insured must:

- notify Us within 60 days of birth or when the Named Insured is named a party in a suit in which he or she is adopting the child; and
- pay the required premium for the child, if any.

If a newborn is not enrolled within 90 days of birth, coverage will be provided from the date that notice is given. Any additional premium required must be made to Us within 31 days of notification of birth or placement for the purposes of a step child and/ or adoption.

If a step child or adopted child is not enrolled within 60 days of birth, coverage will be provided from the date that notice is given. Any additional premium required must be made to Us within 31 days of notification of birth or placement for the purposes of a step child and/ or adoption.

Coverage Continuation for Handicapped Children

A child's attainment of age 25 does not terminate coverage while the child is:

- (1) incapable of self-sustaining employment because of mental retardation or physical disability; and
- (2) chiefly dependent on the Named Insured for support and maintenance.

To continue coverage for a handicapped child the Named Insured must provide proof of the child's incapacity and dependency:

- (1) after the date the child attains the limiting age; and
- (2) no more frequently than annually after the second anniversary of the date the child reaching age 25.

B. Under **DESCRIPTION OF BENEFITS**, the following is hereby added:

[1. Under, **HOSPITAL CONFINEMENT BENEFITS, Hospital Confinement Benefit, Hospital Intensive Care Unit Confinement Benefit, Surgery With Anesthesia Benefit, and HOSPITAL ADMISSION BENEFIT**, the following is added:

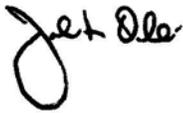
Coverage for Anesthesia and Hospitalization for Dental Procedures

This benefit includes anesthesia and hospital services performed in connection with dental procedures in a hospital if: (1) the physician treating the Covered Person certifies that because of the Covered Person's age or condition or problem, hospitalization or general anesthesia is required in order to safely and effectively perform the procedures; and (2) the Covered Person is: (a) a child under 7 years of age who is determined by two dentists to have a significantly complex dental condition; (b) a Covered Person diagnosed with a serious mental or physical condition; or (c) a Covered Person with a significant behavioral problem as determined by his or her Physician. This benefit does not apply to TMJ.]

- C. [Under **LIMITATIONS AND EXCLUSIONS, Additional Limitations and Exclusions**, the following changes are hereby made:
1. [Under Dental Procedures, the following is added: except as provided in the Policy or this Amendatory Endorsement.]
 2. [Under Pre-Existing Condition Limitation, the 2nd bullet in the 2nd paragraph pertaining to a newborn child and an adopted child is deleted and replaced with the following:
 - a newborn child who is enrolled in the plan within 90 days after birth; nor to a child who is adopted or placed for adoption before attaining 18 years of age; and as of the last day of a 90-day period beginning on the date of birth, or 60-day period beginning on the date of adoption or placement for adoption, is covered under creditable coverage;]

This endorsement takes effect and expires concurrently with the policy or certificate to which it is attached, and is subject to all of the terms and conditions of the policy not inconsistent therewith.

In Witness Whereof, We have caused this Endorsement to be signed by



Chairman, President and CEO



Executive Vice President & Chief Compliance Officer

SERFF Tracking Number: ICCI-126335260 State: Arkansas
 Filing Company: American Medical and Life Insurance Company State Tracking Number: 43945
 Company Tracking Number: AMLI GRP LM 2007
 TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity
 Product Name: Limited Benefit Plan AMLI GRP LM 2007
 Project Name/Number: Limited Benefit Plan AMLI GRP LM 2007/Limited Benefit Plan AMLI GRP LM 2007

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification	Disapproved	01/26/2010
Comments:		
Attachment: Cert of Comp. with Rule 19.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application	Disapproved	01/26/2010
Comments: The application is attached to the form schedule tab.		

	Item Status:	Status Date:
Satisfied - Item: Cover letter	Disapproved	01/26/2010
Comments:		
Attachment: AR Submission letter 11-2-09.pdf		

	Item Status:	Status Date:
Satisfied - Item: Authorization Letter	Disapproved	01/26/2010
Comments:		
Attachment: AMLI auth letter.pdf		

	Item Status:	Status Date:
Satisfied - Item: Association checklist and financials	Disapproved	01/26/2010
Comments:		
Attachments:		

SERFF Tracking Number: ICCL-126335260 State: Arkansas
 Filing Company: American Medical and Life Insurance Company State Tracking Number: 43945
 Company Tracking Number: AMLI GRP LM 2007
 TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity
 Product Name: Limited Benefit Plan AMLI GRP LM 2007
 Project Name/Number: Limited Benefit Plan AMLI GRP LM 2007/Limited Benefit Plan AMLI GRP LM 2007

Arkansas Association checklist 11-2-09.pdf
 NACA 2007 tax form.pdf
 NACA TX franchise tax return Summary 1-1-08-12-31-0-8.pdf

	Item Status:	Status Date:
Satisfied - Item: Association bylaws and articles	Disapproved	01/26/2010
Comments:		
Attachment: NACA ByLaws.pdf		

	Item Status:	Status Date:
Satisfied - Item: Brochure parts 1, 2, 3 and 4	Disapproved	01/26/2010
Comments:		
Attachments: NACA Member Benefits (brochure) part 1 of 4 11-3-09.pdf NACA Member Benefits (brochure) part 2 of 4 11-3-09.pdf NACA Member Benefits (brochure) part 3 of 4 11-3-09.pdf NACA Member Benefits (brochure) part 4 of 4 11-3-09.pdf		

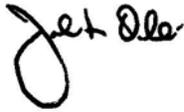
**Certificate of Compliance with
Arkansas Rule and Regulation 19**

Insurer: American Medical and Life Insurance Company

Form Number(s):

Group Supplemental Hospital and Medical Insurance Policy – AMLI GRP LM 2007 POL TX ASSC
Certificate of Insurance – AMLI GRP LM 2007 CERT TX ASSC
Group Application – AMLI GRP LM 2007 APP TX ASSC AR
Enrollment Application – AMLI GRP LM 2007 ENRL TX ASSC AR
Schedule – AMLI GRP LM 2007 SCHED TX ASSC
Amendatory Endorsement – GRP LM 2007 AE AR

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



Signature of Company Officer

John Ollis
Name

CEO and President
Title

November 2, 2009
Date



INSURANCE
COMPLIANCE
CONSULTANTS, INC.

3925 East State Street, Suite 200
Rockford, Illinois 61108

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

November 2, 2009

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

RE: American Medical and Life Insurance Company – NAIC # 81414
FEIN# – 13-2562243
Group Supplemental Hospital and Medical Insurance Policy – AMLI GRP LM 2007 POL TX ASSC
Certificate of Insurance – AMLI GRP LM 2007 CERT TX ASSC
Schedule – AMLI GRP LM 2007 SCHED TX ASSC
Amendatory Endorsement – GRP LM 2007 AE AR
Group Application – AMLI GRP LM 2007 APP TX ASSC AR
Enrollment Application – AMLI GRP LM 2007 ENRL TX ASSC AR

Dear Commissioner Bowman:

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

Insurance Compliance Consultants, Inc., is making this filing on behalf of American Medical and Life Insurance Company. A filing authorization letter is attached. All correspondence should be addressed to Insurance Compliance Consultants, Inc., at the address shown above.

Master Group Policy form AMLI GRP LM 2007 POL TX ASSC will be issued to a group located outside of your state. Group Application AMLI GRP LM 2007 APP TX ASSC AR is the group application.

Form AMLI GRP LM 2007 CERT TX ASSC is the Group Supplemental Hospital and Medical Certificate of Insurance evidencing coverage under the Master Group Policy. This is a fixed indemnity plan. Amendatory Endorsement GRP LM 2007 AE AR will be attached to all Certificates issued in Arkansas.

The Schedule of Benefit page AMLI GRP LM 2007 SCHED TX ASSC is attached to the Certificate based on the benefit levels selected by the Group Association.

Application form AMLI GRP LM 2007 ENRL TX ASSC AR is the enrollment application used to apply for coverage.

We use multiple computer systems to generate forms. Therefore, actual issued forms may have a different font style than the submitted forms. As a result, provisions may appear on different pages and lines may not match up exactly. The wording and its order, however, will remain identical. We do not anticipate refile for a font style variation.

Your prompt approval of this filing would be greatly appreciated. If I can provide any additional information, please feel free to call me at (815)316-6714, fax me at (815) 986-2355, or e-mail me at Brendadawson@inscompliance.com. Thank you.

Sincerely,

Brenda Dawson
Authorized Representative
Insurance Compliance Consultants, Inc.



8 WEST 38TH STREET – SUITE 1002
NEW YORK, NY 10018

MICHAEL F. MURPHY

EXECUTIVE VICE PRESIDENT & CHIEF MARKETING OFFICER

301.299.7802

CELL 301.943.2222

FAX 301.299.3410

mmurphy@usamli.com

www.usamli.com

March 31, 2009

Mr. Brian Camling
President
Insurance Compliance Consultants, Inc.
3925 East State Street, Suite 200
Rockford, IL 61108

Dear Mr. Camling:

Please accept this letter as written confirmation that Insurance Compliance Consultants, Inc., has authority to file the attached form(s) or a state specific variation of it, and to act on behalf of American Medical and Life Insurance Company regarding such filings, in all jurisdictions where this form(s) or a state specific variation of it is being filed. American Medical may withdraw this authorization at any time, by giving notice to Insurance Compliance Consultants.

Sincerely,

In accordance with the Arkansas Department of Insurance Checklist for Approval of Associations, the following responses are made in regard to “North American Consumer Alliance”:

1. Name and address of the group.
North American Consumer Alliance (“NACA”)
8117 Preston Road, #300 West
Dallas, Texas 75225
2. Is this group incorporated? If so, give state of incorporation
Yes. NACA was chartered and organized on May 6, 1969 under the nonprofit corporation laws of the State of Texas. The Office of the Secretary of State for the State of Texas issued its File Number 0026051001.
3. Is there a current office in Arkansas?
The Registered Agent and Registered Office in the State of Arkansas is Corporate Creations Network, Inc., 3208 Asher Avenue, Little Rock, AR 72204. There are currently no other offices in Arkansas.
4. Does the Arkansas part of the organization have any officers, committees or chapters? If so, give details.
There are no officers, committees or chapters in Arkansas.
5. Are annual dues charges? If so, specify amount.
Yes. The board of directors determines the amount of dues payable by the members and the dues vary according to the level of membership selected by the member. A Specimen Brochure is attached showing the dues for the various levels of memberships.
6. What are the specific activities of the organization?
NACA is a membership organization and provides resources, products, services and education for its members on the advantages and availability of suitable, money saving discount medical, medically related and a number of life style programs and services. The organization uses its group purchasing power to help reduce costs on routine and periodic expenses for its members.
7. What benefits are provided to the members in addition to insurance? PLEASE ATTACH BROCHURES ON THE BENEFITS.
Benefits may vary depending on the level of membership that is selected by the member. These benefits are comprised of health benefits and lifestyle benefits which may include one or more of these benefits listed in the Specimen Brochure which is attached and made a part of this Checklist. Some of these benefits are shopping service, movie tickets, theme parks, flowers, magazines, moving services, financial wellness, debt counseling services, dining discounts, fitness and wellness programs, travel programs, etc.
8. What qualifies an individual for membership?
Membership in NACA shall be open to any individual consumer who is a United States

citizen or has a lawful permanent residence in the United States (“Green Card”), is at least eighteen (18) years of age and has a valid Social Security Number. A member must also meet the qualifications of any class of membership. Members shall further have a shared or common interest in having a need for the education, benefits, products and/or services offered by the Corporation and must subscribe to the purposes, principles and objectives of the Corporation. A spouse and/or dependents of an active member may also be eligible for optional family membership benefits through the active member.

9. How are members recruited? If by mailing list, advise the source of this list.
Membership in NACA is marketed directly or through authorized marketing representatives or resellers who represent a wide variety of industries and organizations. If insurance is a component of a membership level, such marketing representatives or resellers will be licensed insurance agents. NACA does not use outbound call centers or mailing lists to solicit memberships.
10. Attach a copy of the organization by-laws.
A copy of the current Bylaws are attached and made a part of this Checklist.
11. Also, enclose a list of dues paying members residing in Arkansas with full addresses. If the organization considers this privileged information, the DOI will treat it as such and once it has served its purpose, it will be destroyed.
NACA does not have any dues paying members residing in Arkansas.
12. Please attach a copy of the organization’s most recent financial statement.
A copy of NACA’s most recent Financial Statement (Balance Sheet and Income/Loss Statement) dated December 31, 2008 is attached and made a part of this Checklist. **This financial statement is considered privileged and confidential.**
13. Does the organization receive any compensation of any kind from the insurer issuing the contracts to its members?
No.

Form **1120**
Department of the Treasury
Internal Revenue Service (77)

U.S. Corporation Income Tax Return
For calendar year 2007 or tax year beginning _____, ending _____
See separate instructions.

OMB No. 1545-0123

2007

A Check if: 1a Consolidated return (attach Form 951) <input type="checkbox"/> b Life/nonlife consolidated return <input type="checkbox"/> 2 Personal holding co. (attach Sch. PH) <input type="checkbox"/> 3 Personal service corp. (see instructions) <input type="checkbox"/> 4 Schedule M-3 attached <input type="checkbox"/>		Use IRS label. Otherwise, print or type.	Name Number, street, and room or suite no. City or town, state, and ZIP code If a P.O. box, see instructions.	B Employer identification number 75-1844580
E Check if: (1) <input type="checkbox"/> Initial return (2) <input type="checkbox"/> Final return (3) <input type="checkbox"/> Name change (4) <input type="checkbox"/> Address change			North American Consumer Alliance Attn: Denise Rutz 15770 Dallas Parkway, Suite 750 Dallas TX 75248	C Date incorporated 10/29/1982
			D Total assets (see instructions) \$ 10,301	

Income	1a Gross receipts or sales	33,649	b Less returns and allowances		c Bal	1c	33,649
	2 Cost of goods sold (Schedule A, line 8)					2	
	3 Gross profit. Subtract line 2 from line 1c					3	33,649
	4 Dividends (Schedule C, line 19)					4	
	5 Interest					5	
	6 Gross rents					6	
	7 Gross royalties					7	
	8 Capital gain net income (attach Schedule D (Form 1120))					8	
	9 Net gain or (loss) from Form 4797, Part II, line 17 (attach Form 4797)					9	
	10 Other income (see instructions-attach schedule)					10	
11 Total income. Add lines 3 through 10					11	33,649	

Deductions (See instructions for limitations on deductions.)	12 Compensation of officers (Schedule E, line 4)		12	
	13 Salaries and wages (less employment credits)		13	
	14 Repairs and maintenance		14	
	15 Bad debts		15	
	16 Rents		16	
	17 Taxes and licenses		17	66
	18 Interest		18	
	19 Charitable contributions		19	
	20 Depreciation from Form 4562 not claimed on Schedule A or elsewhere on return (attach Form 4562)		20	
	21 Depletion		21	
22 Advertising		22		
23 Pension, profit-sharing, etc., plans		23		
24 Employee benefit programs		24		
25 Domestic production activities deduction (attach Form 8903)		25		
26 Other deductions (attach schedule)	See Stmt 1	26	30,754	
27 Total deductions. Add lines 12 through 26		27	30,820	
28 Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11		28	2,829	
29 Less: a Net operating loss deduction (see instructions)	29a	2,829		
b Special deductions (Schedule C, line 20)	29b			
29c		2,829		

Tax and Payments	30 Taxable income. Subtract line 29c from line 28 (see instructions)		30	0
	31 Total tax (Schedule J, line 10)		31	0
	32a 2006 overpayment credited to 2007	32a		
	b 2007 estimated tax payments	32b		
	c 2007 refund applied for on Form 4466	32c		
	d Bal	32d		
	e Tax deposited with Form 7004	32e		
	f Credits: (1) Form 2439 (2) Form 4136	32f		
32g				
33 Estimated tax penalty (see instructions). Check if Form 2220 is attached		33		
34 Amount owed. If line 32g is smaller than the total of lines 31 and 33, enter amount owed		34		
35 Overpayment. If line 32g is larger than the total of lines 31 and 33, enter amount overpaid		35		
36 Enter amount from line 35 you want: Credited to 2008 estimated tax Refunded		36		

Sign Here Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Signature of officer: *Sandra Nijss* Date: 12/8/09 Title: V. President

May the IRS discuss this return with the preparer shown below (see instr.)? Yes No

Paid Preparer's Use Only	Preparer's signature	Date	Check if self-employed	Preparer's SSN or PTIN
	Firm's name (or yours if self-employed), address, and ZIP code			

Signature: *[Signature]* Date: 2/14/08
 Firm: Hatfield and Hatfield, Inc., PC
 7424 Greenville Avenue, Suite 100, Dallas, TX 75231-4507
 EIN: 214-361-2443

Schedule A Cost of Goods Sold (see instructions)

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

9a Check all methods used for valuing closing inventory:

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

b Check if there was a writedown of subnormal goods ▶

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

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

9d

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

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

Schedule C Dividends and Special Deductions (see instructions)

		(a) Dividends received	(b) %	(c) Special deductions (a) X (b)
1	Dividends from less-than-20%-owned domestic corporations (other than debt-financed stock)		70	
2	Dividends from 20%-or-more-owned domestic corporations (other than debt-financed stock)		80	
3	Dividends on debt-financed stock of domestic and foreign corporations		see instructions	
4	Dividends on certain preferred stock of less-than-20%-owned public utilities		42	
5	Dividends on certain preferred stock of 20%-or-more-owned public utilities		48	
6	Dividends from less-than-20%-owned foreign corporations and certain FSCs		70	
7	Dividends from 20%-or-more-owned foreign corporations and certain FSCs		80	
8	Dividends from wholly owned foreign subsidiaries		100	
9	Total. Add lines 1 through 8. See instructions for limitation			
10	Dividends from domestic corporations received by a small business investment company operating under the Small Business Investment Act of 1958		100	
11	Dividends from affiliated group members		100	
12	Dividends from certain FSCs		100	
13	Dividends from foreign corporations not included on lines 3, 6, 7, 8, 11, or 12			
14	Income from controlled foreign corporations under subpart F (attach Form(s) 5471)			
15	Foreign dividend gross-up			
16	IC-DISC and former DISC dividends not included on lines 1, 2, or 3			
17	Other dividends			
18	Deduction for dividends paid on certain preferred stock of public utilities			
19	Total dividends. Add lines 1 through 17. Enter here and on page 1, line-4 ▶			
20	Total special deductions. Add lines 9, 10, 11, 12, and 18. Enter here and on page 1, line 29b ▶			

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

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

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

Schedule J Tax Computation (see instructions)

1	Check if the corporation is a member of a controlled group (attach Schedule O (Form 1120))			
2	Income tax. Check if a qualified personal service corporation (see instructions)			0
3	Alternative minimum tax (attach Form 4626)			
4	Add lines 2 and 3			0
5a	Foreign tax credit (attach Form 1118)	5a		
b	Credits from Forms 5735 and 8834	5b		
c	General business credit. Check applicable box(es): <input type="checkbox"/> Form 3800 <input type="checkbox"/> Form 5884 <input type="checkbox"/> Form 6478 <input type="checkbox"/> Form 8835, Section B <input type="checkbox"/> Form 8844 <input type="checkbox"/> Form 8846	5c	0	
d	Credit for prior year minimum tax (attach Form 8827)	5d		
e	Bond credits from: <input type="checkbox"/> Form 8860 <input type="checkbox"/> Form 8912	5e		
6	Total credits. Add lines 5a through 5e	6		
7	Subtract line 6 from line 4	7		
8	Personal holding company tax (attach Schedule PH (Form 1120))	8		
9	Other taxes. Check if from: <input type="checkbox"/> Form 4255 <input type="checkbox"/> Form 8611 <input type="checkbox"/> Form 8697 <input type="checkbox"/> Form 8866 <input type="checkbox"/> Form 8902 <input type="checkbox"/> Other (attach schedule)	9		
10	Total tax. Add lines 7 through 9. Enter here and on page 1, line 31	10		0

Schedule K Other Information (see instructions)

		Yes	No			Yes	No
1	Check accounting method: a <input type="checkbox"/> Cash b <input checked="" type="checkbox"/> Accrual c <input type="checkbox"/> Other (specify) ▶						
2	See the instructions and enter the: a Business activity code no. ▶ 519100 b Business activity ▶ Consumer Assoc. c Product or service ▶ Consumer Benefits						
3	At the end of the tax year, did the corporation own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a schedule showing: (a) name and employer identification number (EIN), (b) percentage owned, and (c) taxable income or (loss) before NOL and special deduction of such corporation for the tax year ending with or within your tax year.			X			
4	Is the corporation a subsidiary in an affiliated group or a parent-subsidiary controlled group? If "Yes," enter name and EIN of the parent corporation ▶			X			
5	At the end of the tax year, did any individual, partnership, corporation, estate, or trust own, directly or indirectly, 50% or more of the corporation's voting stock? (For rules of attribution, see section 267(c).) If "Yes," attach a schedule showing name and identifying number. (Do not include any information already entered in 4 above.) Enter percentage owned ▶			X			
6	During this tax year, did the corporation pay dividends (other than stock dividends and distributions in exchange for stock) in excess of the corporation's current and accumulated earnings and profits? (See sections 301 and 316.) If "Yes," file Form 5452, Corporate Report of Nondividend Distributions. If this is a consolidated return, answer here for the parent corporation and on Form 851, Affiliations Schedule, for each subsidiary.			X			
7	At any time during the tax year, did one foreign person own, directly or indirectly, at least 25% of (a) the total voting power of all classes of stock of the corporation entitled to vote or (b) the total value of all classes of stock of the corporation? If "Yes," enter: (a) Percentage owned ▶ and (b) Owner's country ▶						X
8	The corporation may have to file Form 5472, Information Return of a 25% Foreign-Owned U.S. Corporation or a Foreign Corporation Engaged in a U.S. Trade or Business. Enter number of Forms 5472 attached ▶						
9	Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ <input type="checkbox"/> If checked, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount Instruments.						
10	Enter the amount of tax-exempt interest received or accrued during the tax year ▶ \$ 0						
11	Enter the number of shareholders at the end of the tax year (if 100 or fewer) ▶						
12	If the corporation has an NOL for the tax year and is electing to forego the carryback period, check here ▶ <input type="checkbox"/> If the corporation is filing a consolidated return, the statement required by Regulations section 1.1502-21(b)(3) must be attached or the election will not be valid.						
13	Enter the available NOL carryover from prior tax years (Do not reduce it by any deduction on line 29a.) ▶ \$ 3,015						
14	Are the corporation's total receipts (line 1a plus lines 4 through 10 on page 1) for the tax year and its total assets at the end of the tax year less than \$250,000? If "Yes," the corporation is not required to complete Schedules L, M-1, and M-2 on page 4. Instead, enter the total amount of cash distributions and the book value of property distributions (other than cash) made during the tax year. ▶ \$					X	

Schedule L Balance Sheets per Books		Beginning of tax year		End of tax year	
		(a)	(b)	(c)	(d)
Assets					
1	Cash		7,472		10,301
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts				
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities (see instructions)				
6	Other current assets (att. sch.)				
7	Loans to shareholders				
8	Mortgage and real estate loans				
9	Other investments (attach sch.)				
10a	Buildings and other depreciable assets				
b	Less accumulated depreciation				
11a	Depletable assets				
b	Less accumulated depletion				
12	Land (net of any amortization)				
13a	Intangible assets (amortizable only)				
b	Less accumulated amortization				
14	Other assets (attach sch.)				
15	Total assets		7,472		10,301
Liabilities and Shareholders' Equity					
16	Accounts payable				
17	Mortgages, notes, bonds payable in less than 1 year				
18	Other current liabilities (att. sch.)				
19	Loans from shareholders				
20	Mortgages, notes, bonds payable in 1 year or more				
21	Other liabilities (attach schedule)				
22	Capital stock: a Preferred stock				
	b Common stock				
23	Additional paid-in capital		22,000		22,000
24	Retained earnings-Appropriated (att. sch.)				
25	Retained earnings-Unappropriated		-14,528		-11,699
26	Adjustments to SH equity (att sch.)				
27	Less cost of treasury stock				
28	Total liabilities and shareholders' equity		7,472		10,301

Schedule M-1 Reconciliation of Income (Loss) per Books With Income per Return

Note: Schedule M-3 required instead of Schedule M-1 if total assets are \$10 million or more-see instructions

1	Net income (loss) per books	2,829	7	Income recorded on books this year not included on this return (itemize):	
2	Federal income tax per books			Tax-exempt interest \$	
3	Excess of capital losses over capital gains				
4	Income subject to tax not recorded on books this year (itemize):				
5	Expenses recorded on books this year not deducted on this return (itemize):		8	Deductions on this return not charged against book income this year (itemize):	
a	Depreciation \$		a	Depreciation \$	
b	Charitable contributions \$		b	Charitable contributions \$	
c	Travel and entertainment \$				
6	Add lines 1 through 5	2,829	9	Add lines 7 and 8	
			10	Income (page 1, line 28)-line 6 less line 9	2,829

Schedule M-2 Analysis of Unappropriated Retained Earnings per Books (Line 25, Schedule L)

1	Balance at beginning of year	-14,528	5	Distributions: a Cash	
2	Net income (loss) per books	2,829		b Stock	
3	Other increases (itemize):			c Property	
			6	Other decreases (itemize):	
			7	Add lines 5 and 6	
4	Add lines 1, 2, and 3	-11,699	8	Balance at end of year (line 4 less line 7)	-11,699

NOL and Contribution Carryover Worksheet - Regular Tax

Form **1120**

2007

For calendar year 2007 or tax year beginning _____, ending _____

Name
North American Consumer Alliance

Employer Identification Number
75-1844580

Preceding Taxable Year	Adj. To NOL Inc/(Loss) After Adj.	Prior Year		Current Year	Next Year
		NOL Utilized (Income Offset)	Carryovers	Income Offset By NOL Carryback/ Carryover NOL Utilized	Carryover
15th 12/31/92					
14th 12/31/93					
13th 12/31/94					
12th 12/31/95					
11th 12/31/96	28,928	-28,510			
10th 12/31/97	190	-190			
9th 12/31/98	57	-57			
8th 12/31/99	-8,280	8,280			
7th 12/31/00	30	-30			
6th 12/31/01	4,944	-4,944			
5th 12/31/02	6,343	-5,612			
4th 12/31/03	-2,553	2,553			
3rd 12/31/04	-2,041		2,041	2,041	0
2nd 12/31/05	-847		847	788	59
1st 12/31/06	-127		127		127
NOL Carryover Available To Current Year			3,015		
Current Year	0 2,829			2,829	0
NOL Carryover Available To Next Year					186

Charitable Contributions		Prior Year		Current Year		Next Year
Preceding Tax Year	Excess Contributions	Utilized Or Reclassed to NOL	Carryover	Reclassified to NOL (Reg Sec. 1.170A-11(c)(2))	Carryovers Utilized	Carryover
5th 12/31/02						
4th 12/31/03						
3rd 12/31/04						
2nd 12/31/05						
1st 12/31/06						
Charitable Contribution Carryover To Current Year			0			
Current Year	0					0
Charitable Contribution Carryover Available To Next Year						0

NOL and Contribution Carryover Worksheet - AMT

Form **1120**

2007

For calendar year 2007 or tax year beginning _____, ending _____

Name
North American Consumer Alliance

Employer Identification Number
75-1844580

Preceding Taxable Year	Adj. To NOL Inc/(Loss) After Adj.	Prior Year		Current Year	Next Year
		NOL Utilized (Income Offset)	Carryovers	Income Offset By NOL Carryback/ Carryover NOL Utilized	Carryover
15th 12/31/92					
14th 12/31/93					
13th 12/31/94					
12th 12/31/95					
11th 12/31/96					
10th 12/31/97	190	-190			
9th 12/31/98	51	-51			
8th 12/31/99	-8,280		8,280	2,546	5,734
7th 12/31/00	27	-27			
6th 12/31/01	4,944	-4,944			
5th 12/31/02	6,343	-6,343			
4th 12/31/03	-2,553		2,553		2,553
3rd 12/31/04	-2,041		2,041		2,041
2nd 12/31/05	-847		847		847
1st 12/31/06	-127		127		127
NOL Carryover Available To Current Year			13,848		
Current Year	0 2,546			2,546	0
NOL Carryover Available To Next Year					11,302

Preceding Tax Year	Excess Contributions	Prior Year		Current Year		Next Year
		Utilized Or Reclassed to NOL	Carryover	Reclassified to NOL (Reg. Sec. 1.170A-11(c)(2))	Carryovers Utilized	Carryover
5th 12/31/02						
4th 12/31/03						
3rd 12/31/04						
2nd 12/31/05						
1st 12/31/06						
Charitable Contribution Carryover To Current Year			0			
Current Year	0					0
Charitable Contribution Carryover Available To Next Year						0

75-1844580

Federal Statements

FYE: 12/31/2007

Statement 1 - Form 1120, Page 1, Line 26 - Other Deductions

<u>Description</u>	<u>Amount</u>
Bank Charges	\$ 103
Licenses and Fees	3,311
Management Services	26,000
Printing	198
Professional Fees	465
Telephone	139
Travel	538
Total	<u>\$ 30,754</u>

Hatfield and Hatfield, Inc., PC
7424 Greenville Avenue, Suite 100
Dallas, TX 75231-4507
214-361-2443

2/19/08
mailed reg.
AK

February 14, 2008

CONFIDENTIAL

North American Consumer Alliance
Attn: Denise Rutz
15770 Dallas Parkway, Suite 750
Dallas, TX 75248

Dear Ms. Rutz:

We have prepared the following returns from information provided by you without verification or audit:

U.S. Corporation Income Tax Return (Form 1120)

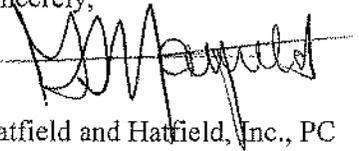
We suggest that you examine these returns carefully to fully acquaint yourself with all items contained therein to ensure that there are no omissions or misstatements. Attached are instructions for signing and filing each return. Please follow those instructions carefully.

Also enclosed is any material you furnished for use in preparing the returns. If the returns are examined, requests may be made for supporting documentation. Therefore, we recommend that you retain all pertinent records for at least seven years.

In order that we may properly advise you of tax considerations, please keep us informed of any significant changes in your financial affairs or of any correspondence received from taxing authorities.

If you have any questions, or if we can be of assistance in any way, please call.

Sincerely,



Hatfield and Hatfield, Inc., PC

Filing Instructions

North American Consumer Alliance

Form 1120

U.S. Corporation Income Tax Return

Taxable Year Ended December 31, 2007

Date Due: March 17, 2008

Remittance: None is required. No amount is due or overpaid.

Mail To: Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201-0012

Signature: The return should be signed and dated by an authorized officer of the corporation.

Other: Initial and date the copy, and retain it for your records.

Texas Franchise Tax Return Summary



For privilege period covering 1/01/08 through 12/31/08
 North American Consumer Alliance 30000540903

Taxable Income

Total Revenue	33,649	
Margin subject to apportionment	23,554	
Apportionment factor	1.0000	
Margin apportioned to TX	<u>23,554</u>	
Allowable deductions		
Taxable margin		<u><u>23,554</u></u>

Tax Computation

Taxable margin	23,554	
Tax rate	0.0100	
Tax due before adjustments	<u>235.54</u>	
Tax credits	5.64	
Tax due before discount	<u>229.90</u>	
Discount		
Total tax due		<u><u>229.90</u></u>

Payments/Penalties

Prior payment		
Penalty		
Interest		
Total payments/penalties		<u><u> </u></u>

Total tax due and payable

229.90

Refund

05-170

(Rev. 1-08/2)

■ Tcode 13050 Annual

TEXAS FRANCHISE TAX PAYMENT FORM

■ Taxpayer number

30000540903

■ Report year

2008

Due date

05/15/2008

Taxpayer name

North American Consumer Alliance

1. Total tax due on this report

(Item 34 from Form 05-158B or Item 17 from Form 05-169)

1.

229.90

2. Enter prior payment

2.

0.00

3. Net tax due

(Item 1 minus Item 2)

3.

229.90

4. Penalty

(See instructions)

4.

0.00

5. Interest

(See instructions)

5.

0.00

6. TOTAL AMOUNT DUE AND PAYABLE

Make amount payable to STATE COMPTROLLER

(Add Items 3, 4 and 5)

6. ■

229.90

Mail original to:
COMPTROLLER OF PUBLIC ACCOUNTS
P.O. Box 149348
Austin, TX 78714-9348

If you have any questions regarding franchise tax, you may contact the Texas State Comptroller's field office in your area or call (800) 262-1381, toll free nationwide.

The Austin number is (512) 463-4600.

For instructions on completing the franchise tax report forms, see Form 05-392.

Texas Comptroller Official Use Only



VE/DE	<input type="checkbox"/>
PM Date	



05-158-A
(Rev. 1-08/2)

TEXAS FRANCHISE TAX REPORT - Page 1

Tcode 13250 Annual

<input checked="" type="checkbox"/> Taxpayer number 30000540903	<input checked="" type="checkbox"/> Report year 2008	Due date 05/15/2008	Privilege period covered by this report 01/01/2008 — 12/31/2008
--	---	------------------------	--

Taxpayer name North American Consumer Alliance					Secretary of State file number or Comptroller file number 0026051031	
Mailing address 15770 Dallas Parkway, Suite 750						
City Dallas	State TX	Country United States	ZIP Code 75248	Plus 4	Check box if the address has changed <input type="checkbox"/>	
Check box if this is a combined report <input type="checkbox"/>		Check box if Total Revenue is adjusted for Tiered Partnership Election, see 171.1015. <input type="checkbox"/>				
Check box if this is a Corporation or Limited Liability Company <input checked="" type="checkbox"/>				Check box if this is an Entity other than a Corporation or Limited Liability Company <input type="checkbox"/>		

Accounting year begin date 010107	Accounting year end date 123107	SIC code 8699	NAICS code 519100
--------------------------------------	------------------------------------	------------------	----------------------

REVENUE (Whole dollars only)

1. Gross receipts or sales	1. ■	33649 00
2. Dividends	2. ■	0 00
3. Interest	3. ■	0 00
4. Rents	4. ■	0 00
5. Royalties	5. ■	0 00
6. Gains/losses	6. ■	0 00
7. Other income	7. ■	0 00
8. Total gross revenue (Add items 1 thru 7)	8. ■	33649 00
9. Deductions from gross revenue	9. ■	0 00
10. TOTAL REVENUE (Item 8 minus Item 9) (If less than zero, enter 0)	10. ■	33649 00

COST OF GOODS SOLD (Whole dollars only)

11. Cost of goods sold	11. ■	0 00
12. Indirect or administrative overhead costs (Limited to 4%)	12. ■	0 00
13. Other (See instructions)	13. ■	0 00
14. TOTAL COST OF GOODS SOLD (Add items 11 thru 13)	14. ■	0 00

COMPENSATION (Whole dollars only)

15. Wages and cash compensation	15. ■	0 00
16. Employee benefits	16. ■	0 00
17. Other (See instructions)	17. ■	0 00
18. TOTAL COMPENSATION (Add items 15 thru 17)	18. ■	0 00

Texas Comptroller Official Use Only



VE/DE	<input type="checkbox"/>
PM Date	



05-158-B
(Rev. 1-08/2)

TEXAS FRANCHISE TAX REPORT - Page 2

Tcode 13251 Annual

■ Taxpayer number	■ Report year	Due date	Taxpayer name
30000540903	2008	05/15/2008	North American Consumer Alliance

MARGIN (Whole dollars only)

19. Revenue (Item 10 X 70%)	19.		23554 00
20. Revenue (Item 10 minus Item 14 COGS)	20.		33649 00
21. Revenue (Item 10 minus Item 18 Compensation)	21.		33649 00
22. MARGIN (Enter the lowest amount from Items 19, 20 or 21)	22.		23554 00

APPORTIONMENT FACTOR

23. Gross receipts in Texas (Whole dollars only)	23.		33649 00
24. Gross receipts everywhere (Whole dollars only)	24.		33649 00
25. APPORTIONMENT FACTOR (Divide Item 23 by Item 24) (Round to 4 decimal places)	25.		1.0000

TAXABLE MARGIN (Whole dollars only)

26. Apportioned margin (Multiply Item 22 by Item 25)	26.		23554 00
27. Allowable deductions	27.		0 00
28. TAXABLE MARGIN (Item 26 minus Item 27)	28.		23554 00

TAX DUE

29. Tax rate (See instructions for determining the appropriate tax rate)	29.		0.0100
30. Tax due (Multiply item 28 by the tax rate in item 29) (Dollars and cents)	30.		235.54

TAX ADJUSTMENTS (Dollars and cents)

31. Tax credits (Item 23 from Form 05-160)	31.		5.64
32. Tax due before discount (Item 30 minus Item 31)	32.		229.90
33. Discount (See instructions)	33.		0.00

TOTAL TAX DUE (Dollars and cents)

34. TOTAL TAX DUE (Item 32 minus Item 33)	34.		229.90
---	-----	--	--------

(Do not include payment if this amount is less than \$1,000)

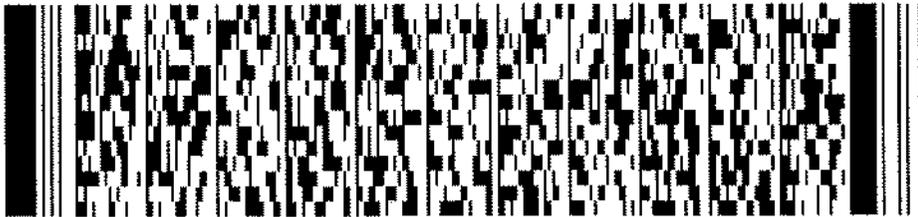
If the amount in Item 34 is \$1,000 or more, you must complete Form 05-170.

Print or type name Sandra Njus	Area code and phone number 972-716-2004
I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief.	Mail original to: COMPTROLLER OF PUBLIC ACCOUNTS P.O. Box 149348 Austin, TX 78714-9348
sign here  Date 04/23/2008	

If you have any questions regarding franchise tax, you may contact the Texas State Comptroller's field office in your area or call (800) 252-1381, toll free nationwide.
The Austin number is (512) 463-4600.

For instructions on completing the franchise tax report forms, see Form 05-392.

Texas Comptroller Official Use Only



VE/DE	<input type="checkbox"/>
PM Date	



05-102
(1-08/28)

TEXAS FRANCHISE TAX PUBLIC INFORMATION REPORT

(To be filed by Corporations or Limited Liability Companies (LLCS))

■ Tcode 13196

This report MUST be filed to satisfy franchise tax requirements

You have certain rights under Chapter 552 and 559, Government Code to review, request, and correct information we have on file about you. Contact us at: (512) 463-4600, or (800) 252-1381, toll free nationwide.

■ Taxpayer number 30000540903	■ Report year 2008
---	------------------------------

Taxpayer name North American Consumer Alliance				Secretary of State file number or Comptroller file number 0026051031
Mailing address 15770 Dallas Parkway, Suite 750				
City Dallas	State TX	ZIP Code 75248	Plus 4	

Check box if there are currently no changes or additions to the information displayed in Section A of this report. Then complete Sections B and C.

Entity's principal office 15770 Dallas Parkway #750 Dallas TX 75248
Principal place of business 15770 Dallas Parkway #750 Dallas TX 75248

Please sign below!

Officer, director and member information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or members change throughout the year.



3000054090308

SECTION A. Name, title and mailing address of each officer, director or member.

Name	Title	Director	Term expiration
James Redmond	President	<input checked="" type="checkbox"/> YES	m m d d y y
Mailing address 15135 Duchmans Dr.	City Rogers, AR 72756	State	ZIP Code
George R. Katosic	Secretary	<input checked="" type="checkbox"/> YES	m m d d y y
Mailing address 300 N. Coit Rd., Ste 350	City Richardson, TX 70805	State	ZIP Code
Michael W. Warren	Treasurer	<input checked="" type="checkbox"/> YES	m m d d y y
Mailing address 15770 Dallas Pkwy Ste 750	City Dallas, TX 75248	State	ZIP Code

SECTION B. Enter the information required for each corporation or LLC, if any, in which this reporting entity owns an interest of ten percent (10%) or more.

Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of Ownership
NONE			

SECTION C. Enter the information required for each corporation or LLC, if any, that owns an interest of ten percent (10%) or more in this reporting entity.

Name of owned (parent) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of Ownership
NONE			

Registered agent and registered office currently on file. (See instructions if you need to make changes)				<input type="checkbox"/> Check box if you need forms to change the registered agent or registered office information.	
Agent: Michael W. Warren					
Office: 15770 Dallas Parkway #750	City Dallas	State TX	ZIP Code 75248		

The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or member and who is not currently employed by this, or a related, corporation or limited liability company.			
sign here ▶	Title President	Date 04/23/2008	Area code and phone number 972-371-5156

Texas Comptroller Official Use Only



VE/DE	<input type="checkbox"/>	PIR IND	<input type="checkbox"/>
-------	--------------------------	---------	--------------------------



05-102
(1-08/28)

TEXAS FRANCHISE TAX PUBLIC INFORMATION REPORT

(To be filed by Corporations or Limited Liability Companies (LLCS))

■ Tcode 13196

This report **MUST** be filed to satisfy franchise tax requirements

You have certain rights under Chapter 552 and 559, Government Code to review, request, and correct information we have on file about you. Contact us at: (512) 463-4800, or (800) 252-1381, toll free nationwide.

<input type="checkbox"/> Taxpayer number 30000540903	<input type="checkbox"/> Report year 2008
---	--

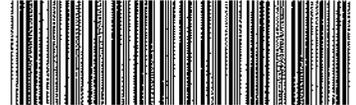
Taxpayer name North American Consumer Alliance				Secretary of State file number or Comptroller file number	
Mailing address 15770 Dallas Parkway, Suite 750				0026051031	
City Dallas	State TX	ZIP Code 75248	Plus 4		

Check box if there are currently no changes or additions to the information displayed in Section A of this report. Then complete Sections B and C.

Entity's principal office 15770 Dallas Parkway #750	Dallas	TX	75248
Principal place of business 15770 Dallas Parkway #750	Dallas	TX	75248

Please sign below!

Officer, director and member information is reported as of the date a Public Information Report is completed. The information is updated annually as part of the franchise tax report. There is no requirement or procedure for supplementing the information as officers, directors, or members change throughout the year.



3000054090308

SECTION A. Name, title and mailing address of each officer, director or member.

Name Sandra Njus	Title Vice-President	Director <input type="checkbox"/> YES	Term expiration m m d d y y
Mailing address 15770 Dallas Pkwy Ste 750	City Dallas, TX 75248	State	ZIP Code
Name	Title	Director <input type="checkbox"/> YES	Term expiration m m d d y y
Mailing address	City	State	ZIP Code
Name	Title	Director <input type="checkbox"/> YES	Term expiration m m d d y y
Mailing address	City	State	ZIP Code

SECTION B. Enter the information required for each corporation or LLC, if any, in which this reporting entity owns an interest of ten percent (10%) or more.

Name of owned (subsidiary) corporation or limited liability company NONE	State of formation	Texas SOS file number, if any	Percentage of Ownership
Name of owned (subsidiary) corporation or limited liability company	State of formation	Texas SOS file number, if any	Percentage of Ownership

SECTION C. Enter the information required for each corporation or LLC, if any, that owns an interest of ten percent (10%) or more in this reporting entity.

Name of owned (parent) corporation or limited liability company NONE	State of formation	Texas SOS file number, if any	Percentage of Ownership
---	--------------------	-------------------------------	-------------------------

Registered agent and registered office currently on file. (See instructions if you need to make changes)				<input type="checkbox"/> Check box if you need forms to change the registered agent or registered office information.	
Agent: Michael W. Warren					
Office: 15770 Dallas Parkway #750	City Dallas	State TX	ZIP Code 75248		

The above information is required by Section 171.203 of the Tax Code for each corporation or limited liability company that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B, and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director or member and who is not currently employed by this, or a related, corporation or limited liability company.			
sign here ▶	Title President	Date 04/23/2008	Area code and phone number 972-371-5156

Texas Comptroller Official Use Only



VE/DE	<input type="checkbox"/>	PIR IND	<input type="checkbox"/>
-------	--------------------------	---------	--------------------------



05-160

(Rev. 1-08/2)

■ Tcode 13254 Annual

**TEXAS FRANCHISE TAX
CREDITS SUMMARY SCHEDULE**

■ Taxpayer number	■ Report year	Taxpayer name
30000540903	2008	North American Consumer Alliance

PART A - INVESTMENT CREDIT (Dollars and cents)

1. Investment credit installment from prior years	1.	0.00
2. Investment credit carried forward from prior years	2.	0.00
3. Subtotal (Add Item 1 plus item 2)	3.	0.00
4. Tax due before credits (Item 30 of the tax report, Form 05-158-B)	4.	235.54
5. Investment credit limit (Item 4 x 50% (0.50))	5.	117.77
6. INVESTMENT CREDIT AVAILABLE (Enter the lower of Item 3 or Item 5)	6.	0.00

PART B - JOBS CREATION CREDIT(Dollars and cents)

7. Jobs creation credit carried forward from prior years	7.	0.00
8. Tax due before credits (Item 30 of tax report, Form 05-158-B)	8.	235.54
9. Jobs creation credit limit (Item 8 x 60% (0.50))	9.	117.77
10. JOBS CREATION CREDIT AVAILABLE (Enter the lower of Item 7 or Item 9)	10.	0.00

PART C - RESEARCH AND DEVELOPMENT CREDIT (Dollars and cents)

11. Research credit carried forward from prior years	11.	0.00
12. Tax due before credits (Item 30 of the tax report, Form 05-158-B)	12.	235.54
13. Research credit limit (Item 12 x 50% (0.50))	13.	117.77
14. RESEARCH CREDIT AVAILABLE(Enter the lower of Item 11 or Item 13)	14.	0.00

PART D - TEMPORARY CREDITS (Dollars and cents) (See instructions)

15. Temporary Credit for Business Loss Carryforwards	15.	5.64
16. 1992 Temporary credit	16.	0.00
17. 1992 Additional tax due	17.	0.00
18. TOTAL TEMPORARY CREDITS (Item 15 plus Item 16 minus Item 17)	18.	5.64

PART E - CREDITS CLAIMED (Dollars and cents)

19. Investment credit claimed (Cannot be greater than Item 6)	19.	0.00
20. Jobs creation credit claimed (Cannot be greater than Item 10)	20.	0.00
21. Research credit claimed (Cannot be greater than Item 14)	21.	0.00
22. Other (See instructions)	22.	0.00
23. TOTAL CREDITS CLAIMED (Add Items 18, 19, 20, 21 and 22) (Enter this amount on item 31 of the tax report, Form 05-158-B)	23.	5.64

Texas Comptroller Official Use Only



VE/DE	<input type="checkbox"/>
-------	--------------------------



Form 05-160		TX Temporary Credit for Business Loss Carryforward Worksheet			2008 & 2009	
		For the privilege period covering 010108 through 123108				
Name North American Consumer Alliance		SOS file number 0026051031		Taxpayer number 30000540903		
Preceding Taxable Year	Prior Year	Current Year		Next Year		
	Carryover	Credit Available	Credit Claimed	Credit Carryforward		
Current 12/31/07		5.64	5.64			
Business loss carryforward preserved on Form 05-172		5568.00				
Current Year Total Tax Due		235.54				
Business Loss Carryover Available To Next Year						

05-160
(Rev. 1-08/2)

**TEXAS FRANCHISE TAX
CREDITS SUMMARY SCHEDULE**

■ Tcode 13254 Annual

■ Taxpayer number	■ Report year	Taxpayer name
30000540903	2008	North American Consumer Alliance

PART A - INVESTMENT CREDIT (Dollars and cents)

1. Investment credit instalment from prior years	1. ■	0.00
2. Investment credit carried forward from prior years	2. ■	0.00
3. Subtotal (Add Item 1 plus item 2)	3. ■	0.00
4. Tax due before credits (Item 30 of the tax report, Form 05-158-B)	4. ■	235.54
5. Investment credit limit (Item 4 x 50% (0.50))	5. ■	117.77
6. INVESTMENT CREDIT AVAILABLE (Enter the lower of Item 3 or Item 5)	6. ■	0.00

PART B - JOBS CREATION CREDIT(Dollars and cents)

7. Jobs creation credit carried forward from prior years	7. ■	0.00
8. Tax due before credits (Item 30 of tax report, Form 05-158-B)	8. ■	235.54
9. Jobs creation credit limit (Item 8 x 50% (0.50))	9. ■	117.77
10. JOBS CREATION CREDIT AVAILABLE (Enter the lower of Item 7 or Item 9)	10. ■	0.00

PART C - RESEARCH AND DEVELOPMENT CREDIT (Dollars and cents)

11. Research credit carried forward from prior years	11. ■	0.00
12. Tax due before credits (Item 30 of the tax report, Form 05-158-B)	12. ■	235.54
13. Research credit limit (Item 12 x 50% (0.50))	13. ■	117.77
14. RESEARCH CREDIT AVAILABLE(Enter the lower of Item 11 or Item 13)	14. ■	0.00

PART D - TEMPORARY CREDITS (Dollars and cents) (See instructions)

15. Temporary Credit for Business Loss Carryforwards	15. ■	5.64
16. 1992 Temporary credit	16. ■	0.00
17. 1992 Additional tax due	17. ■	0.00
18. TOTAL TEMPORARY CREDITS (Item 15 plus Item 16 minus Item 17)	18. ■	5.64

PART E - CREDITS CLAIMED (Dollars and cents)

19. Investment credit claimed (Cannot be greater than Item 6)	19. ■	0.00
20. Jobs creation credit claimed (Cannot be greater than Item 10)	20. ■	0.00
21. Research credit claimed (Cannot be greater than Item 14)	21. ■	0.00
22. Other (See instructions)	22. ■	0.00
23. TOTAL CREDITS CLAIMED (Add Items 18, 19, 20, 21 and 22) (Enter this amount on Item 31 of the tax report, Form 05-158-B)	23. ■	5.64

Texas Comptroller Official Use Only



VE/DE	<input type="checkbox"/>
-------	--------------------------



Hatfield and Hatfield, Inc., PC
7424 Greenville Avenue, Suite 100
Dallas, TX 75231-4507

North American Consumer Alliance
Attn: Denise Rutz
15770 Dallas Parkway, Suite 750
Dallas, TX 75248

|||||

Hatfield and Hatfield, Inc., PC
7424 Greenville Avenue, Suite 100
Dallas, TX 75231-4507
214-361-2443

April 23, 2008

CONFIDENTIAL

North American Consumer Alliance
Attn: Denise Rutz
15770 Dallas Parkway, Suite 750
Dallas, TX 75248

Dear Ms. Rutz:

We have prepared the following returns from information provided by you without verification or audit:

Texas Franchise Tax Report (Forms 05-158A & 05-158B)

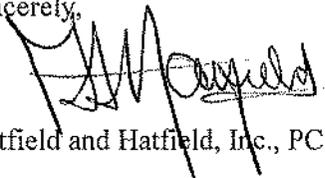
We suggest that you examine these returns carefully to fully acquaint yourself with all items contained therein to ensure that there are no omissions or misstatements. Attached are instructions for signing and filing each return. Please follow those instructions carefully.

Also enclosed is any material you furnished for use in preparing the returns. If the returns are examined, requests may be made for supporting documentation. Therefore, we recommend that you retain all pertinent records for at least seven years.

In order that we may properly advise you of tax considerations, please keep us informed of any significant changes in your financial affairs or of any correspondence received from taxing authorities.

If you have any questions, or if we can be of assistance in any way, please call.

Sincerely,



Hatfield and Hatfield, Inc., PC

Filing Instructions

North American Consumer Alliance

Form 05-158 - Texas Franchise Tax Report

Report Year 2008

Date Due: May 15, 2008

Remittance: A check in the amount of \$229.90 should be made payable to Comptroller of Public Accounts and attached to the return. Write "Taxpayer number 30000540903, Form 05-158 Balance Due for the Report Year 2008" on the check.

Mail To: Comptroller of Public Accounts
P.O. Box 149348
Austin, TX 78714-9348

Signature: The return should be signed and dated on page 2 by an authorized officer, director, or agent of the corporation.

Other: Initial and date the copy, and retain it for your records.

Filing Instructions
North American Consumer Alliance
Form 05-102 - Texas Franchise Tax
Public Information Report
Report Year 2008

Date Due: May 15, 2008

Remittance: None is required.

Mail To: Comptroller of Public Accounts
P.O. Box 149348
Austin, TX 78714-9348

Signature: The form should be signed and dated by an authorized officer, director, or agent of the corporation.

Other: Initial and date the copy, and retain it for your records.

COPY

**BYLAWS
OF
NORTH AMERICAN CONSUMER ALLIANCE**

**ARTICLE 1.
PURPOSES AND POWERS**

1.01 Purposes. The corporation is organized for any lawful purpose or purposes as set forth in its Articles of Incorporation, as restated, or any amendments thereto, including to sponsor groups of consumers having a common trade or a common business, financial or professional interest, to secure, preserve, diffuse and interchange accurate and reliable information within such groups, to promote friendly intercourse among, and foster efficient purchasing by, members of such groups, and to do such other and further acts which may be found necessary or appropriate so far as the same are permitted by the laws of the State of Texas.

1.02 Mission. The mission of the corporation, in keeping with its general purposes, is: (a) the fostering and promoting of education and research concerning the advantages and availability of suitable discounted medical, medically related, non-medical and other benefit and service programs in respect of its members; (b) the collection and dissemination of statistics and other relevant and reliable information, facts and data concerning the benefits, medical issues and other related matters; (c) the location and determination of suitable and appropriate benefits, medical and other related products and services needed and desired by members at efficient and reasonable costs; and (d) the providing of emails, internet websites, media, newsletters, conferences, meetings, seminars, forums and other means of effective communication to members and others concerning the purposes of the corporation.

1.03 Powers. The corporation shall possess all powers which a corporation may have that is organized under the Texas Business Organizations Code, as the same may from time to time be amended.

1.04 Bylaws. These bylaws shall govern and control the internal corporate affairs of the corporation and guide the officers, directors and members of the corporation in their efforts to promote the business and objectives of the corporation.

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

2.01 Principal Office. The principal office in the State of Texas shall be at such place as the board of directors may from time to time designate by duly adopted resolution. The corporation may also have an office or offices at such other place or places within or without the State of Texas as the board of directors may from time to time designate or the business of the corporation requires.

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

2.03 Registered Agent. The corporation shall have and continuously maintain in Texas a registered agent, which agent may be an individual resident in Texas whose business office is identical

with such registered office, or a domestic corporation, whether for profit or not for profit, or a foreign corporation for profit or not for profit, authorized to transact business or to conduct its affairs in Texas which has a business office identical with such registered office.

2.04 Change of Registered Office or Agent. The corporation may change its registered office or change its registered agent, or both, upon filing in the office of the Secretary of State a statement setting forth such change. The change shall be authorized by the board of directors or by an officer so authorized by the board of directors. The registered agent shall be agent of the corporation upon whom any process, notice or demand required or permitted by law to be served on the corporation may be served.

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

ARTICLE 3. MEMBERS

3.01 Qualification. Membership in the corporation shall be open to any individual consumer who is a United States citizen or has a lawful permanent residence in the United States ("Green Card"), is at least eighteen (18) years of age and has a valid Social Security Number. A member must also meet the qualifications of any class of membership. Members shall further have a shared or common interest in having a need for the education, benefits, products and/or services offered by the corporation and must subscribe to the purposes, principles and objectives of the corporation. A spouse and/or dependents of an active member may also be eligible for optional family membership benefits through the active member. The definition of "dependents" shall be set forth in the terms and conditions of the membership application or as determined by applicable state law.

3.02 Application and Admission. Application for membership shall be made in writing, by electronic message confirmation or by telephonic recording and shall contain such information as the corporation may require. Each application shall be accompanied by an application or activation fee and monthly dues in amounts to be determined by the board of directors. A refund policy shall also be determined by the board of directors in accordance with these bylaws and any applicable law.

3.03 Classes of Members. The corporation shall have the following class or classes of members, to-wit: (1) Individual Members.

The designation of a class of members and the qualifications and rights of the members of each class may be changed at any time by the board of directors by amending the bylaws or as otherwise required by law. Divisions within each class of members may be created or changed at any time by resolution of the board of directors or as otherwise required by law. Programs, services or benefit

packages offered through membership in any of these categories, divisions, or sub-divisions may vary or change at any time as determined by the officers of the Association. Nothing shall be construed as to create any employer-employee relationship between the Association and any member.

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

3.05 Certificates or Cards Evidencing Membership. The board of directors by duly adopted resolution may, but is not required, to provide for the issuance of certificates or cards evidencing membership in the corporation. Such certificates or cards may be signed by the president, vice-president or executive director and by the secretary or an assistant secretary. The name and address of each member and the date of issuance of the certificate or card shall be entered in the records of the corporation. If any certificate or card shall become lost, mutilated or destroyed, a new certificate or card may be issued upon such terms, provisions and conditions as the board of directors may determine.

3.06 Voting Rights. Each member of each class shall have voting rights and shall be entitled to one vote.

3.07 Termination of Membership. Membership in the corporation terminates upon the death of a member. A member shall also be automatically ineligible for membership and loses all privileges, rights and benefits of the corporation when the member of any class shall be in default in the payment of dues for a period of one month from the beginning of the period from which such dues became payable, unless the board of directors, in its discretion, extends the time for payment of dues. Termination for the failure to pay dues shall be effective retroactively to the date such dues were payable and no further notice of such termination shall be required, although it may be given. Furthermore, the board of directors may expel or suspend a member pursuant to a procedure, duly adopted by the board of directors, that is fair and reasonable and carried out in good faith. The expulsion or suspension of a member, or termination of a membership, does not relieve the member from obligations the member may have to the corporation for dues, fees or charges for goods or services.

3.08 Resignation. Any member personally or through his duly authorized attorney-in-fact may resign by filing a written resignation with the secretary of the corporation but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the corporation.

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

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

3.11 Dues. The board of directors shall from time to time determine the application or activation fees and the amount of dues payable to the corporation by its members, classes of members or divisions of members. The board of directors may waive any application or activation fees or dues for members.

3.12 Payment of Dues. Dues shall be payable monthly or annually, in advance, or in such other manner as the board of directors may so determine. The Association reserves the right to change the membership dues or fees after thirty (30) days notice in writing or by email to the Member. A person may only enroll in one membership in the Association.

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

ARTICLE 4. MEETINGS OF MEMBERS

4.01 Place of Meetings. Meetings of members shall be held at the time and place, within or outside of the State of Texas, stated in the notice of the meeting or in a waiver of notice.

4.02 Annual Meeting. An annual meeting of the members shall be held each year on a day and hour to be selected by the Board of Directors for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the board of directors fails to call the annual meeting at the designated time, a member of the corporation may demand that the meeting be held within a reasonable time. The demand must be made in writing and sent to an officer of the corporation by registered mail. If the annual meeting is not called before the 61st day after the date of demand, a member may compel the holding of such annual meeting by legal action directed against the board of directors, and each of the extraordinary writs of common law and of courts of equity are available to the member to compel the holding of the meeting. Failure to hold an annual meeting at the designated time does not result in the winding up and termination of the corporation.

4.03 Special Meetings. Special meetings of the members of the corporation may be called by the president, the secretary, the board of directors or by members having not less than one-tenth (1/10) of the votes entitled to be cast at such meeting. Business transacted at a special meeting shall be confined to the purposes stated in the notice of the meeting.

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

4.05 Quorum. The members of the corporation holding one tenth (1/10) of the votes entitled to be cast, in person or by proxy, constitute a quorum. The vote of the majority of the votes entitled to be cast by the members present, or represented by proxy, at a meeting at which a quorum is present, shall be the act of the members, unless the vote of a greater number is required by law, the articles or the bylaws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At

such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the original meeting. The members present at a duly constituted meeting may continue to transact business until adjournment, despite the withdrawal of enough members to leave less than a quorum.

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

4.07 Proxies by Members. A member may vote in person or by proxy executed in writing by the member or the member's attorney-in-fact. A member can revoke his proxy in writing at anytime by sending notice of such revocation to the corporation. Any person who becomes a member shall execute an appropriate written proxy if such person desires to have any director or officer of the corporation receive notice of and vote and act on said member's behalf in regard to any such meetings of the members. A proxy is not effective for voting purposes unless the original of the proxy is filed with the secretary of the corporation at least ten (10) days before the meeting at which it is to be used.

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

4.09 Action by Unanimous Written Consent. Any action required to be or which may be taken at a meeting of the members of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the members entitled to vote with respect to the subject matter thereof, and then delivered to the Secretary of the corporation for inclusion in the corporate record book. Such consent shall have the same force and effect as a unanimous vote of members at a meeting, and may be stated as such in any documents filed with the Secretary of State.

ARTICLE 5. DIRECTORS

5.01 Management by Board of Directors. The business and affairs of the corporation shall be managed by the Board of Directors who may exercise all such powers of the corporation and do all such lawful acts as are not directed or required to be exercised by the members.

5.02 Number, Term; Election. The Board of Directors may not have fewer than three (3) or more than nine (9) directors, and shall consist of the number set by majority vote of the Board of Directors, which may be changed from time to time by resolution of the board of directors. Each director shall hold office for a term of twelve (12) months and shall be eligible for re-election. Directors shall be elected by plurality vote. Each director elected shall hold office for the term for which elected until his or her successor shall be elected and shall qualify, or until his or her earlier death, resignation or removal.

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

- (a) directors must be residents of any state in the United States or the District of

Columbia;

(b) notwithstanding the provisions of Section 3.01, any person serving as a director of the corporation shall automatically be enrolled as an active member of the corporation;

(c) proposed directors must be nominated by existing directors; and

(d) directors must attend at least seventy-five (75%) percent of the annual and special meetings of the board of directors.

5.04 Change in Number. The number of directors may be increased or decreased from time to time by vote of a majority of the Board of Directors, but no decrease shall have the effect of shortening the term of any incumbent Director. Any directorship required to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special meeting of members called for that purpose.

5.05 Removal; Resignation. Any director may be removed either for or without cause at any special or annual meeting of members, by the affirmative vote of a majority in number of members present, in person or by proxy, at such meeting and entitled to vote for the election of such director if notice of intention to act upon such matter shall have been given in the notice calling such meeting. Any director may resign by giving written notice to the president or secretary. The resignation shall take effect at the time specified in the notice, or immediately if no time is specified. The acceptance of such resignation shall not be necessary to make it effective.

5.06 Vacancies. Any vacancies occurring in the Board of Directors for any reason may be filled by the affirmative vote of a majority of the remaining directors then in office though less than a quorum. Any director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. If there are no directors in office, then an election of directors may be held in the manner provided by law.

5.07. First Meetings. The first meeting of a newly elected Board shall be held without further notice immediately following the annual meeting of members, and at the same place, unless the time or place is changed by unanimous consent of the Directors then elected and serving.

5.08 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.

5.09 Special Meetings. Special meetings of the Board of Directors may be called by the President on three days' notice to each Director. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two directors. The purpose of any special meeting of the board of directors shall be specified in the notice of such meeting.

5.10 Quorum; Majority Vote. At meetings of the board of directors a majority of the number of directors shall constitute a quorum for the transaction of business; provided, however, that a quorum shall not consist of less than fifty-one percent (51%) of the entire board of directors. The act of a majority of the directors present at a meeting at which a quorum is present will be the act of the board of directors unless a greater number is required by law, the articles or the bylaws. If a quorum is not present at a meeting of the board of directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. The board of directors

shall keep minutes of its proceedings which shall be placed in the minute book of the corporation.

5.11 Action by Unanimous Written Consent. Any action required to be or which may be taken at a meeting of the board of directors or any other committee of the board of directors of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the directors, or any other committee of the board of directors as the case may be, and then delivered to the Secretary of the corporation for inclusion in the corporate record book. Such consent shall have the same force and effect as a unanimous vote of members at a meeting, and may be stated as such in any documents filed with the Secretary of State.

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

5.13 Compensation. By resolution of the board of directors, the directors may be paid their reasonable expenses (i.e. travel, meals, lodging and entertainment), if any, and may be paid a fixed sum for attendance at each meeting of the board of directors, or receive a stated fee as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefore. Members of the executive committee or of special or standing committees may, by resolution of the board of directors, be allowed like compensation for attending committee meetings.

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

5.15 Conflicts of Interest. Any contract or other transaction between the Corporation and one or more of its directors, or between the Corporation and any firm in which one or more of its Directors are members or employees, or in which they are interested, or between the Corporation and any corporation or association of which one or more of its Directors are shareholders, members, directors, officers or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of such Director or Director at the meeting of the Board of Directors of the Corporation which acts upon or in reference to such contract or transaction, and notwithstanding his or their participation in such action, if the fact of such interest shall be disclosed or known to the Board of Directors, and the Board of Directors shall, nevertheless, authorize, approve and/or ratify such contract or transaction by a vote of the majority of the Directors present, such interested Director or Directors to be counted in determining whether a quorum is present, but not to be counted in calculating a majority of such quorum necessary to carry such a vote.

5.16 Limitation of Liability of Directors. To the fullest extent permitted by Texas law no governing person (director or officer) of the Corporation shall be liable to the Corporation or its members for monetary damages for an act or omission in such capacity except for liability arising out of (i) any breach of such person's duty of loyalty, if any, to the corporation or its members; (ii) acts by or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of the law; (iii) a transaction from which such person received an improper benefit, whether or not the benefit resulted from an action taken within the scope of such person's office or position; or (iv) an act by or omission of such person for which the liability is expressly provided for by statute. The foregoing elimination of the liability to the Corporation or its members for monetary damages should not be

deemed exclusive of any other rights or limitations of liability or indemnity to which a person may be entitled under any other provision of the Certificate of Formation and Bylaws of the Corporation, contract or agreement, vote of members and/or disinterested directors, or otherwise.

ARTICLE 6. OFFICERS

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

6.02 Officers to be Active Members. Notwithstanding the provisions of Section 3.01, any person serving as an officer of the corporation shall automatically be enrolled as an active member of the corporation.

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

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

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

6.06 Executive Vice-President. In the absence of the president, or in the event of his inability or refusal to act, the executive vice president, if one has been appointed, shall perform the duties

of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The executive vice president shall be the chief administrative and operating officer. He shall serve as secretary to the board of directors and cause to be prepared notices and minutes of meetings of the board. The executive vice president shall be a member of the board of directors and all committees. With the assistance of committee chairmen, he shall be responsible for the administration of all activities in accordance with the policies and regulations of the board of directors. The executive vice president shall be responsible for hiring, discharging, directing and supervising all employees.

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

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

6.09 Secretary. The secretary or assistant secretary of the corporation shall keep the minutes of the meetings of the members, the board of directors and any committees in one or more books provided for that purpose, oversee that all notices are duly given in accordance with the provisions of these by-laws or as required by law, be custodian of the corporate records of the corporation, oversee that the seal of the corporation, if required, is affixed to all documents of the corporation, keep a register of the mailing address of each member which shall be furnished to the secretary or assistant secretary by such member, and in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to the secretary or assistant secretary by the president or by the board of directors.

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

- a. selection, employment, and supervision of any employees of the corporation as authorized by the president and the board of directors. All staff employed by the corporation must meet required personnel standards as set forth in the personnel policies of the corporation;
- b. coordination and implementation of planning activities according to an approved

work program;

c. attendance at all meetings of the board of directors and the Executive Committee, except as otherwise determined by the President;

d. representing the board of directors in dealing with the public and with all governmental agencies, if required; and

e. such other duties and responsibilities as may from time to time be delegated to him by the president or the board of directors.

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

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

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

ARTICLE 7. COMMITTEES

7.01 Establishment of Committees. The board of directors, by resolution duly adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the board of directors in the management of the corporation. The designation of such committees and the delegation of authority thereto shall not operate to relieve the board of directors, or any individual director, of any responsibility imposed on it or him by law.

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

7.03 Benefits Review Committee. The board of directors, by resolution duly adopted by a majority of the directors in office, may also designate a benefits review committee consisting of the president of the corporation and at least two (2) other persons who are selected by the board of directors.

The benefits review committee shall have the responsibility for locating and reviewing potential benefit programs for the different classes of members of the corporation, and recommending such programs to the board of directors for its review, approval and adoption, if it believes it to be in the best interests of the members of the corporation to do so. A majority of all the members of the benefits review committee may determine its action and fix the time and place of its meetings, unless the board of directors shall otherwise provide. The board of directors shall have the power at any time to change the number, powers, and members of the benefits review committee, to fill vacancies, and to discharge any such member of the benefits review committee.

7.04 Other Committees. Other committees not having and exercising the authority of the board of directors in the management of the corporation may be designated and appointed by a resolution duly adopted by the board of directors or by the president if authorized by a resolution duly adopted by the board of directors. Except as otherwise provided in such resolution, members of each such committee shall be members of the corporation, and the president of the corporation shall appoint the members thereof. Any member may be removed by the person or persons authorized to appoint such member whenever in his or their judgment the best interests of the corporation will be served by such removal. At least one member of each committee shall be a director of the corporation. A majority of all members of such a committee may determine its action and fix the time and place of its meetings, unless the board of directors shall otherwise provide. The board of directors shall have the power at any time to change the number, powers and members of such a committee, to fill vacancies and to discharge any member of such a committee.

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

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

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

7.08 Quorum. Unless provided in the resolution duly adopted by the board of directors designating a committee, a majority of the entire committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

ARTICLE 8. CONTRACTS, CHECKS, DEPOSITS AND FUNDS

8.01 Contracts. The board of directors may authorize the officers or agents of the corporation to enter into contracts or to execute and deliver documents in the name of and on behalf of the corporation. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the board of directors to be appropriate, including the contracting with a third party for any or all management, operational, administrative, marketing, providing of member benefits and other services and functions necessary for the corporation to achieve its purpose.

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

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

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

8.05 Loans. The corporation may, upon authorization of the board of directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the corporation is reasonably able to repay.

ARTICLE 9. INDEMNIFICATION OF DIRECTORS AND OFFICERS

9.01 Indemnification of Directors and Officers. Except as otherwise expressly provided by law or these bylaws, each director or officer, whether or not then in office, shall be indemnified by the Corporation against all expenses reasonably incurred by or imposed upon him in connection with or arising out of any proceeding in which he may be involved by reason of his being or having been a director or officer of the Corporation. The foregoing right of indemnification shall not be exclusive of other rights to which any director or officer may be entitled as a matter of law.

9.02 Power to Indemnify. The power to indemnify applies only if it is determined that the director or officer (a) acted in good faith, (b) reasonably believed that his conduct in his official capacity was in the corporation's best interests, and in all other cases, that his conduct was at least not opposed to the corporation's best interests, and (c) in the case of any criminal proceedings, did not have a reasonable cause to believe his conduct was unlawful.

9.03 Limitations. If the director or officer is found liable to the corporation or is found liable because he improperly received a personal benefit, the indemnification in Section 9.01 (a) is limited to reasonable expenses (which shall not include a judgment, a penalty, a fine or tax) actually incurred by the person in connection with the proceeding and (b) may not be made in relation to a proceeding in which the person has been found liable for (i) willful or intentional misconduct in the performance of his duty to the corporation, (ii) breach of his duty of loyalty owed to the corporation or (iii) an act or omission not committed in good faith that constitutes a breach of duty owed by the person to the corporation..

9.04 Proceeding. "Proceeding" means a threatened, pending or completed action or other proceeding, whether civil, criminal, administrative, arbitrative or investigative, an appeal of such an action or proceeding and an inquiry or investigation that could lead to such an action or proceeding.

9.05 Expenses. "Expenses" includes court costs, a judgment (including an arbitration award), a penalty, a settlement, a fine, and an excise or similar tax, including an excise tax assessed against the person with respect to an employee benefit plan and reasonable attorneys' fees that are reasonable and actually incurred by the person in connection with a proceeding.

9.06 Determination of Indemnification. A determination of indemnification under Section 9.01 (unless ordered by a court of competent jurisdiction) must be made:

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

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

9.08 Advancement of Reasonable Expenses. Reasonable expenses incurred by a director or officer who was, is, or is threatened to be made a named defendant or respondent in a proceeding shall be paid or reimbursed by the corporation, in advance of the final disposition of the proceeding and without the determination specified in Section 9.06, after the corporation receives a written affirmation by the director or officer of his good faith that he has met the standard of conduct necessary for indemnification under this article and a written undertaking by or on behalf of the director or officer to repay the amount paid or reimbursed if it is ultimately determined that he has not met that standard or if it is ultimately determined that indemnification of the director or officer against expenses incurred by him in connection with that proceeding is prohibited under this article. The written undertaking must be an unlimited general obligation of the director or officer but need not be secured. It may be accepted without reference to financial ability to make repayment.

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

9.10 Insurance. The corporation may purchase and maintain insurance or enter into any other arrangement on behalf of any person who is or was a director, officer, employee or agent of the corporation or who is or was serving at the request of the corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, employee benefit plan, other enterprise, or other entity, against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not the corporation would have the power to indemnify him against that liability under this article. Without limiting the power of the corporation to procure or maintain any kind of other arrangement, the

corporation may, for the benefit of persons indemnified by the corporation, (a) create a trust fund; (b) establish any form of self-insurance; (c) secure its indemnity obligation by grant of a security interest or other lien on the assets of the corporation; or (d) establish a letter of credit, guaranty, or surety arrangement.

9.11 Exclusions. No indemnification by the corporation shall apply to (a) any claim arising out of bodily injury to, or sickness, disease or death of any person, or damage to or destruction of any property including the loss of use thereof, (b) any claim arising out of breach of fiduciary duty or obligation in connection with any employee welfare benefit plan or retirement plan, (c) any cross-claim or counterclaim brought by one director and/or officer against another director and/or officer, (d) any claim arising out of failure to effect or maintain any insurance or bond, (e) any claim arising out of acts of a knowingly discriminatory nature, (f) any claim arising out of a violation of the responsibilities, obligations or duties imposed by Internal Revenue Code of 1986, as amended, or similar statutory law of any state or other jurisdiction therein, or (h) any act committed by a director or officer prior to taking office.

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

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

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

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

9.16 Subrogation. In the event of any payment under this article, the corporation shall be subrogated to all the director's or officer's rights of recovery therefore against any person or organization, and the director or officer shall execute and deliver all instruments and papers and do

whatever else is necessary to secure such rights. Any amount recovered in excess of the corporation's total payment shall be restored to the director or officer, less the cost to the corporation of recovery. This indemnification as proved shall apply only as excess over any valid and collectible insurance the director or officer may have.

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

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

ARTICLE 10. PROHIBITED ACTS

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

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

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

ARTICLE 11. DISSOLUTION AND DISTRIBUTION OF ASSETS

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

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

ARTICLE 12. GENERAL PROVISIONS

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

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

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

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

12.05 Amendment of Bylaws. The bylaws may be altered, amended or repealed or new bylaws may be adopted upon receiving a vote of a majority of the board of directors present in person or by proxy at a special or annual meeting at which a quorum is present.

12.06 Waiver of Notice. Notice of a meeting is not required to be given to a member, director or member of a committee if the person entitled to notice signs a written waiver of notice of the meeting,

regardless of whether the waiver is signed before or after the time of the meeting. Attendance at a meeting constitutes a waiver of notice of such meeting, unless the person participates in or attends the meeting solely to object to the transaction of business at the meeting on the ground that the meeting was not lawfully called or convened.

12.07 Governing Law. These bylaws shall be construed under and in accordance with the laws of the State of Texas.

12.08 Construction. The gender of all words used in these bylaws includes the masculine, feminine, and neuter. Headings of all articles and sections are for reference purposes only and shall not constitute substantive matter to be considered in construing the terms of these bylaws.

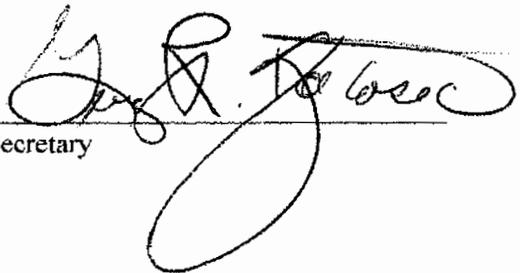
12.09 Counterparts. These bylaws may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

12.10 Procedures. Parliamentary procedures for all meetings shall be conducted in accordance with the latest revised edition of Robert's Rules of Order, unless otherwise inconsistent with these bylaws or by resolution of the board of directors.

CERTIFICATE OF SECRETARY

The undersigned, being the duly elected Secretary of the Corporation, hereby certifies that the foregoing Bylaws were duly adopted, approved, authorized and ratified by the unanimous written consent of the Board of Directors of the Corporation and the same do now constitute the Bylaws of the Corporation.

Dated and Effective July 10, 2008.


Secretary



NACA 500 PLAN

MEMBER BENEFITS

8117 Preston Road
Suite 600
Dallas, TX 75225
877 788 NACA (877 788 6222)

NACA has retained the services of
Hammerman & Gainer
as the Third Party Administrator
who will be performing the collection services
required for this program.
Your monthly bank statement or credit card will reflect:

Card(s) will be glued here

WELCOME TO NORTH AMERICAN CONSUMER ALLIANCE!

Your membership card(s) are attached.
NACA is pleased to have you as a member!



Dear Member:

The following benefits and services have been made available to **(name of entity)** members through an arrangement with the North American Consumer Alliance (NACA).

NACA is a membership association that has been able to secure benefits and services that members have indicated they both want and need.

This membership program includes insured benefits, limited medical benefits and many other Wellcare, Lifestyle and Business Related and Vehicle benefits and services that NACA has been able to negotiate with various vendors.

An important section of benefits are those that provide valuable insured programs for **(name of entity)** members and their employees.

We continue to seek benefits and services we feel will aid you and your family in many areas of life.

We appreciate that you have chosen the programs offered through North American Consumer Alliance for members of **(name of entity)**. We look forward to providing you with savings, value, quality products and service for many years to come.

ORDER INFORMATION

Organization name **xxxxxxx**
Order Date: **xxxxxxx**

Product: **Program/ Individual or family**
Effective Date: **xxxxxxx**

MEMBER INFORMATION

Member ID: **xxxxxxx**
Name: **First Name Last Name**
Address: **xxxxxxx**
City: **xxxxxxx** State: **XX** Zip Code: **00000**
Day Phone: **000-000-0000**
Evening Phone: **000-000-0000**
Email: **xxxx@xxxx.com**

MEMBER SERVICES: Please call us at 877-788-NACA (877-788-6222) or email us at memberservices@NACAbenefits.com if you have questions about your membership, need assistance, or have a special request.

TERMS AND CONDITIONS

This Agreement is between the Member and North American Consumer Alliance ("NACA" or "Association"). Members must remain in good standing with the Association to be eligible for benefits.

Payments for your NACA membership are due in advance. Payments will be collected on or about 15 days before any applicable due date. Membership is effective on the 1st of the month following enrollment acceptance by NACA. Failure of a Member to pay these dues will be cause for cancellation of the membership by NACA. As authorized at the time of your application, your Monthly Payments shall be paid through an automatic draft of a checking or savings account by an ACH transaction or through an automatic debit transaction to a credit card. By agreeing to make your monthly payment through either ACH transaction or automatic debit transaction to your credit card, you waive the right to any future notice of the transfer of funds via either an ACH transaction or automatic debit to your credit card. The bank draft or debit shall occur on the same date of each month as your Initial Monthly Payment and shall be referred to herein "H&G for NACA Membership Plan" (NACA has retained the services of Hammerman & Gainer as the Third Party Administrator who will be performing the collections services required for this program. Your monthly bank statement or monthly Credit Card statement will reflect the following: H&G for NACA Membership Plan.) As a member, you agree that inquiries or challenges to ACH or Credit Card charges shall be limited to two (2) monthly payments and waive all rights to inquire into or challenge any and all other monthly payments. Your authority shall remain in affect until NACA receives a signed, written request from you to cancel your membership and plan benefits. If any payment is dishonored (with or without cause, intentionally or inadvertently), NACA assumes no liability whatsoever, even if the result of the dishonored payment is a termination of your NACA membership. Your membership handbook and identification cards should arrive in the same package via U.S. Mail within 14 days.

Members may cancel their membership at any time upon written notification to NACA. If you choose to cancel your membership, it is your responsibility to make sure that your written request for cancellation is sent to NACA at least 5 days prior to your next draft date in order for your account not to be charged for an additional month's fees. Cancellation requests may be mailed to NACA Member Services, 8117 Preston Road Suite 300 West, Dallas, TX 75225. To receive a faxed confirmation of your cancellation, fax your request, with a return fax number to 877.955.NACA (877.955.6222). Fees on memberships cancelled within 30 days of the initial Effective Date shall be refunded in full. Enrollment fees are not refundable unless required by law. Any refund to which a member may be entitled shall be processed within 10 business days from the date the written request for cancellation is received or 10 days from the date of funds obtained by NACA, whichever is later.

To change the mode of payment or make a change to your plan send a written request via fax to 877.955.NACA (877.955.6222) or call NACA Member Services toll free at 877.788.NACA (877.788.6222). NACA reserves the right to terminate any membership or deny membership in the program for lack of payment to NACA. Returned checks, insufficient fund notices on bank drafts, or denial by the member's credit card company for payment of the periodic program fee is deemed evidence of non-payment by a Member. Any bank service fees charged because of such action will be the responsibility of the Member.

NACA is not an insurer, guarantor or underwriter and does not provide any medical treatment, medical services, products, product liability or guarantees for any Member. Your NACA membership program may provide access to limited insurance benefits. All group policies providing limited insured benefits are issued by licensed insurance companies to NACA as the policyholder. From membership dues, NACA pays the premiums for all limited insurance policies which are included in the various membership programs. Certificates of Insurance or Synopsis of Coverage will be provided in membership fulfillment materials which contain only a brief description of coverage. Any difference between the certificate and the actual insurance policy will be settled according to the specific terms, limitations and exclusions contained in the policy. Limited insurance benefits may not be available in all states and limitations and exclusions may vary by state. These limited insurance benefits are NOT basic health insurance or major medical coverage and are not designed as a substitute or replacement for basic health insurance or major medical coverage.

To receive a reimbursement of a limited insurance benefit, you must complete and submit standard claim forms which shall be mailed to the insurance company or its designated third party administrator (TPA) in order to receive payment for covered services. Claim forms may be obtained by contacting Claims Information toll free at 877-788-NACA (877-788-6222). The claim form will specify where to mail the claim.

Proxy. As an enrolled member of the Association, you acknowledge that on the application for membership you appointed the Secretary of the Association in office at any particular time as your proxy to receive notice of and attend all meetings of the members and vote on your behalf and to otherwise act for you in the same manner and with the same effect as if you were personally present. This proxy shall be valid until revoked at any time prior to voting at any meeting by executing and delivering a written notice of revocation to the Secretary of the Association, by executing and delivering a subsequently dated proxy to the Secretary of the Association or by voting in person.

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Any dispute arising from or relating to the Agreement shall be resolved through binding, non-appealable private arbitration conducted in accordance with the rules of the American Arbitration Association and subject to the Texas Arbitration Code. Exclusive venue for such arbitration shall be in Dallas, Texas. Members shall submit all grievances in writing via U.S. Mail to "NACA Complaint Resolutions", 8117 Preston Road Suite 300 West, Dallas, TX 75225. These provisions shall survive termination of membership in NACA.

This Agreement constitutes the entire Agreement between Members and NACA. There are no warranties, express or implied, other than those expressly stated herein. This Agreement may only be amended in writing and only by NACA. NACA may assign its duties and responsibilities to third parties and shall be relieved of any further liability hereunder.

NACA shall not share your personally identifiable information with the general public; however, NACA may send promotional information to its Members about services offered by NACA, its affiliates or partners.

These Terms and Conditions are subject to change without notice.

Blank page

Table of Contents of Benefits

Membership Card(s)	2
Welcome Letter	3
Terms and Conditions	4
Overview of Your Plan	8
Limited Insured Benefits	9
Limited Medical Benefit	10
Accidental Medical Expense Benefit	12
MD Now	
Medical Concierge	
Wellness Services	18
Global WellCare	19
Medical Bill Negotiation	20
Vitamins	21
Lifestyle Services	21
Shopping	22
Discount Coupons	23
Mega Mall	24
Flowers	25
Magazines	26
Financial Wellness	26
Movie Tickets	26
Theme Parks	27
Carpet Savings	28
Relocation Services	28
Funeral Assistance	28
Hotels	29
PAScard	30
Pet Insurance	31
Parent Coaching	
Vehicle Services	32
Roadside Assistance	33
Auto, Truck, Motor Home Rental	34
Auto Purchase	36
Auto Repair	36
Auto Lube	37
Moving and Storage	37

Limited Insured Benefits

Limited Medical Benefit

Underwritten by American Medical Life insurance Company

For Claims form, please contact:
member services 877.788.NACA (877.788.6222)
or memberservices@NACAbenefits.com



NACA 500 PLAN

NACA 500 PLAN		
Doctor Office Visits (Illness)	Per Visit Maximum Visits	\$35 5
Preventive Care Benefit (Wellness Care)	Per Visit Maximum Visits	Zero
ER/Urgent Care (Illness Visit)	Per Visit Maximum Visits	Zero
Lab and X-ray	Per Service Date Maximum Visits	
Hospital Admission	Per Admission	
Hospital Confinement (Illness)	Per Day Maximum # of Days	\$500 100
ICU/CCU	Per Day Maximum # of Days	\$1,000 15
Surgery	% of RBRVS Annual Max	60% Unlimited
Anesthesia	% of Surgery	25%
Accident (Unforeseen Incident)	Annual Deductible Coinsurance Annual Maximum	N/A
IP Mental Health	Per Day Maximum Days	
OP Mental Health	Per Visit Maximum # of Visits	
AD&D	Accidental Death Dismemberment	\$5,000 \$5,000

A one time Enrollment Fee of \$30 is charged for all plans

"The above may not include certain-state-specific mandate benefits." The benefits will be administered in accordance with any state-specific extra territorial requirements.

Eligibility

Individuals eligible to apply for membership:

Individuals between 18-64

Dependent children under age 19

Unmarried dependent children with proof of full-time student status between the ages 19-25.

Legal residents of United States.

Individuals not in full-time service of the Armed Forces (military).

Individuals not eligible for Medicare.

Individuals not receiving disability benefits or worker's compensation

Disclaimers

Our medical plans are low-cost alternative (**Limited Medical**), providing medical insurance at fixed amounts, and these limited benefits are paired with medical discount to designated providers. The Limited Benefit Medical Plan offered thru **AIM** is a group insurance program. The group insurance benefits vary depending in the plan selected. This insurance is not a basic or major medical coverage and is not designated as a substitute for basic health insurance or major medical coverage. The plan limitations are disclosed in the certificate of coverage provided in the fulfillment kit which will be mailed to the applicant by the effective date of coverage. "For costs and complete details of the coverage, call your insurance agent."

***RBRVS** is the methodology used by the Federal Government to determine benefits payable under **Medicare**.

This policy has a **preexisting conditions limitation. Preexisting conditions are not covered until the policy has been in effect for more than 12 months. A preexisting condition is any condition you have now or had within a six month period prior to the effective date of coverage for each covered person.

The AIM/AMLI plans: **Silver, Gold, Diamond & Health-Max Plus** are HIPAA compliant. Persons who leave the plan will receive a HIPAA Certificate of Credible Coverage. Those who enter the plan presenting a Certificate of Credible Coverage will receive credit toward this plan's preexisting conditions limitation. The **Riders** are not HIPAA compliant.

The AIM/AMLI plans: Silver, Gold, Diamond & HealthMax are insured by **American Medical and Life Insurance Company**.
AIM/AMLI SL/HM 09/08

"The Optional Riders represented in this benefit description are contracted thru a combination of carriers."

Terms of coverage:

Coverage remains in effect as long as you pay the required premium charges on time, and as long as you maintain membership eligibility. Coverage will be terminated if you become ineligible due to any of the following circumstances: a) Non-payment of premiums and fees, b) Residency requirements, c) For other reasons permissible by law.

These benefits are provided under group insurance policy underwritten by American Medical and Life Insurance Company, under policy form number AMLI GRP LM 2007 POL. Coverage is subject to the company's underwriting guidelines, exclusions, limitations, terms and conditions of coverage as set forth in the insurance policy and certificate. The policy may be cancelled and rates may be increased at the insurer's option. This insurance is not basic health insurance or major medical coverage and is not designed as a substitute for basic health insurance or major medical coverage. In some circumstances benefits provided will vary as required by state law and the plan may not be available in all states. The insurer has the right to increase premium rates and has the option to cancel coverage. These plans are offered through North American Consumer Alliance and require membership in the association. The association fee as well as the costs for the other benefits will be included in the monthly rates.

Accident Medical Expense Benefit

Underwritten by Guarantee Trust Life Insurance Company

**GUARANTEE TRUST LIFE INSURANCE COMPANY
1275 Milwaukee Avenue
Glenview, Illinois 60025**

CERTIFICATE OF INSURANCE

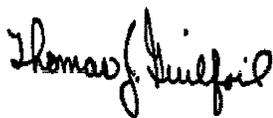
This is Your Certificate of Insurance (Certificate) while You are insured. It briefly explains the rights and benefits that are determined by the Master Policy (Policy). The Policy is a contract between the Policyholder and Us. The Policyholder is shown on the Schedule of Benefits.

The Policy alone constitutes the agreement under which payments are made. We will pay the benefits set forth in the Policy. Benefit payment is governed by all the terms, conditions and limitations of the Policy. The Policy may be amended at any time without Your consent or notice to You. Any such amendment will not affect a claim starting before the amendment takes effect.

Right to Examine: If You are not satisfied with this Certificate, return it to Our home office within ten days after the date You received it. This Certificate will then be canceled and any Premium paid will be refunded.

The Policy is held by the Policyholder. You may inspect it at any time during business hours at the office of the Policyholder.

READ YOUR CERTIFICATE CAREFULLY


Secretary


President

SAMPLE

GROUP ACCIDENT ONLY COVERAGE

NON-PARTICIPATING

GACXXCV100

GC-1300

1

Standard
ADD/AME(XS)/Family

TABLE OF CONTENTS

	Page		Page
Definitions	3	Exclusions	10
Conditions of Insurance		Premium	
Eligibility	7	Payment of Premium/Due Date	11
Effective Date	7	Returned or Dishonored Payment	11
Termination	8	Grace Period	11
Continuation of Coverage	8	Reinstatement.....	11
Extension of Benefits	9	Claim Provisions	
Scope of Coverage	9	Notice of Claim.....	12
Accidental Death, Dismemberment, and Loss of Sight, Speech or Hearing Benefit	9	Claim Forms.....	12
Accident Medical Expense Benefit	9	Proof of Loss.....	12
		Time of Payment of Claims.....	12
		Payment of Claims.....	12
		Physical Examination and Autopsy...	12
		Legal Actions	12
		Subrogation.....	12
		General Provisions	
		Entire Contract	13
		Incontestability	13
		Non-Participating	13
		Worker's Compensation	13
		Conformity With State Statutes.....	13
		Schedule of Benefits	14

GACXXTOC100

SAMPLE

GC-1300

2

Standard
ADD/AME(XS)/Family

DEFINITIONS

Accident: A sudden, unforeseeable, external event which results in an Injury.

Ambulance: A vehicle which is licensed solely as an ambulance by the local regulatory body to provide transportation to a Hospital or transportation from one Hospital to another for those individuals who are unable to travel to receive medical care by any other means. Air ambulance charges are only eligible for transportation from the site of an Emergency to the nearest appropriate facility.

Benefit Period: The number of days following the date of an Injury during which Covered Charges must be incurred, subject to the Initial Treatment Period. The Benefit Period begins on the date of the Injury and ends on the last day of the Benefit Period. The Benefit Period is shown on the Schedule of Benefits.

Company: Guarantee Trust Life Insurance Company, a mutual company. Also hereinafter referred to as We, Us and Our.

Covered Charge: The Reasonable and Customary charge incurred for a service or supply listed in this certificate which is performed or given under the direction of a Doctor for the Medically Necessary treatment of an Injury caused by an Accident. A Covered Charge is considered incurred on the date the treatment or service is rendered or the supply is furnished.

Covered Person: A person:

- Who is eligible for coverage as the Insured or as a Dependent;
- Who has been accepted for coverage or has been automatically added;
- Who has paid the required premium; and
- Whose coverage has become effective and has not terminated.

Deductible: A dollar amount of Covered Charges a Covered Person must pay before We pay any benefits under the Policy. The Deductible is shown on the Schedule of Benefits.

Dependent: A person who is Your:

- Legally married spouse, residing with You;
- Child who is dependent upon You for support and maintenance and is under the age of 26;
- Child who is dependent upon You for support and maintenance, is incapable of self-sustaining employment by reason of mental or physical handicap.

The term child refers to Your unmarried:

- Natural child;
- Stepchild or foster child; A stepchild is a Dependent on the date You married the child's parent.
- Adopted child, including a child placed with You for the purpose of adoption, from the moment of placement as certified by the agency making the placement.

Doctor: A legally qualified person licensed in the healing arts and practicing within the scope of his or her license and who is not Yourself or a Family Member.

Durable Medical Equipment: A device which:

- is primarily and customarily used for medical purposes and is specially equipped with features and functions that are generally not required in the absence of Injury;
- is used exclusively by a Covered Person;
- is routinely used in a Hospital but can be used effectively in a non-medical facility;
- can be expected to make a meaningful contribution to a Covered Person's Injury; and
- Is prescribed by a Doctor and the device is Medically Necessary for a Covered Person's rehabilitation.

Durable Medical Equipment does not include:

- comfort and convenience items;
- equipment that can be used by Family Members other than a Covered Person;

GC-1300

3

Standard
ADD/AME(XS)/Family

- health exercise equipment; and
- equipment that may increase the value of a Covered Person's Residence.

Such items that do not qualify as Durable Medical Equipment include, but are not limited to: modifications to a Covered Person's Residence, property or automobiles, such as ramps, elevators, spas, air conditioners and vehicle hand controls; or corrective shoes, exercise and sports equipment.

Eligible Person: A member of the Policyholder's organization as defined on the Schedule of Benefits.

Emergency: An Injury for which a Covered Person seeks immediate medical treatment at the nearest available facility. The condition must be one which manifests itself by acute symptoms which are sufficiently severe (including severe pain) that without immediate medical care a Covered Person could reasonably expect that: (1) his life or health would be in serious jeopardy; (2) his bodily functions would be seriously impaired; or (3) a body organ or part would be seriously damaged.

Experimental/Investigational: A drug, device or medical care or treatment will be considered experimental/investigational if:

- the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished;
- the informed consent document utilized with the drug, device, medical care or treatment states or indicates that the drug, device, medical care or treatment is part of a clinical trial, experimental phase or investigational phase or if such a consent document is required by law;
- the drug, device, medical care or treatment or the patient informed consent document utilized with the drug, device or medical care or treatment was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal or state law requires such review and approval;
- reliable evidence show that the drug, device or medical care or treatment is the subject of ongoing Phase I or Phase II clinical trials, is the research, experimental study or investigational arm of ongoing Phase III clinical trials, or is otherwise under study to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis; or
- reliable evidence show that the prevailing opinion among experts regarding the drug, device or medical care or treatment is that further studies or clinical trials are necessary to determine its maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis.

Reliable evidence means only: published reports and articles in authoritative medical and scientific literature; written protocol or protocols by the treating facility studying substantially the same drug, device or medical care or treatment; or the written informed consent used by the treating facility or other facility studying substantially the same drug, device or medical care or treatment. Covered Charges will be considered in accordance with the drug, device or medical care at the time the expense is incurred.

Family Member: A person who is related to a Covered Person in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted, step or foster child).

Home Health Agency: An agency which is licensed as a Home Health Agency by state or local government. It may offer the following services:

- part-time or periodic skilled nursing services by a registered nurse or licensed vocational nurse;
- part-time or periodic home health aide services which offer supportive services in the home under the supervision of a Registered Nurse or a physical, speech or occupational therapist;
- physical, occupational or speech therapy; and
- medical supplies, drugs and medicines prescribed by a Doctor and related pharmaceutical services, and laboratory services to the limit these charges or costs would be covered under the Policy if the Covered Person was Hospital Confined.

Home Health Care: Services by a Home Health Agency for the care and treatment of a Covered Person who is under the direct care and supervision of a Doctor but only if:

- services would have been covered in a medical facility if Home Health Care were not given; and
- a Home Health Care treatment plan is set up, in writing and approved by a Doctor.

Hospice Care: Services provided by a public agency or private organization or any subdivision thereof, which entity shall be known as a hospice and shall be primarily engaged in providing care to an individual for whom a certified medical prognosis has been made indicating a life expectancy of 6 months or less and who has elected to receive such care in lieu of other medical benefits available under the Policy.

Hospital: An institution licensed, accredited or certified by the State which:

- is accredited by the Joint Commission on Accreditation of Healthcare Organizations;
- provides 24-hour nursing service by registered nurses (R.N.);
- mainly provides diagnostic and therapeutic care under the supervision of Doctors on an inpatient basis; and
- maintains permanent surgical facilities or has an arrangement with another surgical facility supervised by a staff of one or more Doctors.

Hospital also includes tax-supported institutions, which are not required to maintain surgical facilities.

Hospital does not include a place, special ward, floor or other accommodation used for: custodial or educational care; rest, the aged; a nursing home or an institution mainly rendering treatment or services for mental illness or substance abuse.

Initial Treatment Period: The number of days following an Injury during which a Covered Person must seek initial treatment for an Injury. The Initial Treatment Period is shown on the Schedule of Benefits.

Injury: Bodily injury due to an Accident which:

- results directly and independently of disease, bodily infirmity or any other causes;
- solely, directly and independently of all other causes results in medical expense;
- occurs after the effective date of the a Covered Person's coverage under the Policy; and
- occurs while the Policy is in force.

All injuries sustained in any one Accident, including all related conditions and recurrent symptoms of these Injuries, are considered a single Injury.

Insured: An Eligible Person who has satisfied all of the following requirements:

- he or she is eligible for coverage under the Policy;
- he or she has been accepted for coverage under the Policy or has been automatically added;
- premium has been paid for him or her; and
- his or her coverage has become effective and has not terminated.

Insured Percent: The percentage of Covered Charges We pay for each Injury. The Insured Percent is shown in the Schedule of Benefits.

Intensive Care Unit: A specifically designed facility of the Hospital that provides the highest level of medical care; and which is restricted to those patients who are critically ill or injured. Such facility must be separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement. They must be permanently equipped with special life-saving equipment for the care of the critically ill or injured; and under constant and continuous observation by nursing staff assigned on a full-time basis, exclusively to the Intensive Care Unit. Intensive Care Unit does not mean any of these step-down units: progressive care; sub-acute intensive care; intermediate care units; private monitored rooms; observation units; or other facilities which do not meet the standards for Intensive Care.

Medically Necessary: A treatment, drug, device, procedure, supply or service that is necessary and appropriate for the diagnosis or treatment of an Injury in accordance with generally accepted standards of

medical practice in the United States at the time it is provided. When specifically applied to Hospital confinement, it means that the diagnosis or treatment of symptoms or a condition cannot be safely provided on an outpatient basis.

A treatment, drug, device, procedure, supply or service shall not be considered as Medically Necessary if it:

- is Experimental/Investigational or for research purposes;
- is provided solely for education purposes or the convenience of a Covered Person's family, Doctor, Hospital or any other provider;
- exceeds in scope, duration, or intensity that level of care that is needed to provide safe, adequate and appropriate diagnosis or treatment and where ongoing treatment is merely for maintenance or preventive care;
- could have been omitted without adversely affecting the person's condition or the quality of medical care;
- involves the use of a medical device, drug or substance not formally approved by the United States Food and Drug Administration;
- involves a service, supply or drug not considered reasonable and necessary by the Healthcare Financing Administration Medicare Coverage Issues Manual; or
- can be safely provided to the patient on a less cost-effective basis such as outpatient, by a different medical professional, or pursuant to a more conservative form of treatment.

We reserve the right to determine whether a service, supply or drug is Medically Necessary.

Orthopedic Appliances: Any supportive device or appliance used in treating a Covered Person's Injury.

Other Valid and Collectible Insurance or Plan: Any reimbursement for or recovery of any element of Covered Charges incurred available from any other source whatsoever, except gifts and donations, but including without limitation:

- any individual, group, blanket, or franchise policy of accident, disability or health insurance;
- any arrangement of benefits for members of a group, whether insured or uninsured;
- any prepaid service arrangement such as Blue Cross or Blue Shield; individual or group practice plans, or health maintenance organizations;
- any amount payable for Hospital, medical or other health services. Injury arising out of a motor vehicle accident to the extent such benefits are payable under any medical expense payment provision (by whatever terminology used including such benefits mandated by law) of any motor vehicle insurance policy.
- any amount payable for services or injuries or diseases related to a Covered Person's occupation to the extent that the Covered Person actually received benefits under a Worker's Compensation Law. If the Covered Person enters into a settlement to give up his or her rights to recover future medical expenses that would have been payable except for that settlement;
- Social Security Disability Benefits, except that Other Valid and Collectible Insurance or Plan shall not include any increase in Social Security Disability Benefits payable to the Covered Person after the Covered Person becomes disabled while insured hereunder.
- any benefits payable under any program provided or sponsored solely or primarily by any governmental agency or subdivision or through operation of law or regulation.

Physical Therapy: Non-surgical physical or mechanical therapy, diathermy, ultrasonic therapy, heat treatment in any form, manipulation or massage.

Policyholder: The entity to which the Policy is issued.

Prescription Drugs: Drugs which may only be dispensed by written prescription under Federal law, and approved for general use by the Food and Drug Administration. The drugs must be dispensed by a licensed pharmacy provider for a Covered Person's outpatient use.

Reasonable and Customary Charges, Fees or Expenses: The most common charge for similar professional services, drugs, procedures, devices, supplies or treatment within the area in which the

charge is incurred, so long as those charges are reasonable. The most common charge means the lesser of:

- the actual amount charged by the provider;
- the negotiated rate; or
- the charge which would have been made by the provider (Doctor, Hospital, etc) for a comparable service or supply made by other providers in the same Geographic Area as reasonably determined by us for the same service or supply.

"Geographic Area" means the three digit zip code in which the service, treatment, procedure, drugs or supplies are provided; or a greater area if necessary to obtain a representative cross-section of charge for a like treatment, service, procedure, device drug or supply.

Rehabilitation Facility: An institution, or part of an institution, licensed, accredited or certified by the State which:

- is accredited by the Joint Commission on Accreditation of Healthcare Organizations or the Commission on Accreditation of Rehabilitation Facilities;
- is primarily engaged in providing comprehensive multi-disciplinary physical services or rehabilitation inpatient care; and
- has a transfer agreement with one or more Hospitals.

Rehabilitation Facility does not include an institution which provides only minimal care, custodial care, care for the terminally ill, or part-time care services. It also does not include an institution which primarily provides treatment for mental disorders; chemical dependency or tuberculosis, except if such facility is licensed, certified, or approved as a rehabilitation facility for the treatment of medical conditions; drug addiction or alcoholism.

Residence: The home and land or property on which a Covered Person's dwelling or home is located.

Sound Natural Teeth: Natural teeth, the major portion of the individual tooth which is present, regardless of fillings and caps; and is not carious, abscessed, or defective.

Urgent Care Center: A healthcare facility, separate and distinct from a Hospital, providing immediate short term medical care for minor conditions without an appointment but where immediate medical care is necessary.

You, Your and Yours: The person to whom this certificate is issued and whose insurance is in force under the terms of the Policy.

GACXXDF100

CONDITIONS OF INSURANCE

ELIGIBILITY

Eligible Persons are described in the Schedule of Benefits. A person is insured under the Policy provided such person satisfies the eligibility requirements, becomes insured and remains insured under the terms of the Policy.

EFFECTIVE DATE

Covered Person: Coverage is effective, subject to receipt of premium, on the first of the month that falls or next follows the later of:

- the Policy Effective Date; or
- the date the person is eligible;
- the date of enrollment.

GC-1300

7

Standard
ADD/AME(XS)/Family

Dependents Acquired After Effective Date:

Newborn Child: An Insured's newborn child is automatically covered from the moment of birth until such child is 31 days old. Coverage for such child will be for an Injury. However, the Insured must notify Us in writing within 31 days of such birth and pay the required additional premium, if any, in order to have coverage for the newborn child continue beyond such 31 day period.

Adopted Child: Coverage for an adopted child is effective upon the earlier of the date of placement for the purpose of adoption or the date of entry of an order granting the adoptive parent custody of the child for purposes of adoption. Coverage will continue unless the placement is disrupted prior to legal adoption and the child is removed from placement. Coverage for such child will be for Injury. However, the Insured must notify Us in writing within 31 days of such adoption and pay the required additional premium, if any, in order to have coverage for the adopted child continue beyond such 31 day period.

Other Than Newborn or Adopted Child: A person who qualifies as a Dependent after the Effective Date of coverage may be insured under the Policy. Enrollment and premium must be received by Us within 31 days after the date the person first qualifies as a Dependent, and the required premium must be paid. Coverage is effective upon receipt of enrollment and premium by Us or Our authorized representative.

TERMINATION

Covered Person: Coverage will terminate at the earlier of:

- the date the Policy terminates;
- the date the Covered Person ceases to be an Eligible Person;
- the end of the period for which any applicable premium has been paid;
- the date of fraud or misrepresentation of a material fact by a Covered Person;

Termination of coverage is subject to the Extension of Benefits provision.
GACXXCI111

CONTINUATION OF COVERAGE

In The Event of Dissolution of Marriage

If Your marriage is dissolved by a valid decree of dissolution and if Your spouse is a Covered Person on the date of the decree of dissolution, then the Dependent spouse's coverage will continue in force under the policy, subject to its provisions, if the Dependent spouse pays the first premium required for the continued coverage within 31 days after the entry of the decree of dissolution.

If the Dependent spouse continues coverage pursuant to this provision, We will issue him or her a new Certificate as evidence of coverage under the Policy.

For a Dependent Child Reaching the Limiting Age

If a Dependent child no longer qualifies as a Dependent, then the Dependent child's coverage will continue in force under the Policy, subject to its provisions, if the Dependent child pays the first premium required for the continued coverage within 31 days after the date he or she no longer qualifies as a Dependent child.

If the Dependent child continues coverage pursuant to this provision, We will issue him or her a new Certificate as evidence of coverage under the Policy.
GACXXCC100

EXTENSION OF BENEFITS

In the event of Total Disability

If a Covered Person is Totally Disabled due to an Injury on the date the Policy terminates, We will extend that Covered Person's benefits for the Injury which caused the Total Disability. Benefits will be paid as if coverage had remained in effect.

Total Disability/Totally Disabled for the purpose of Extension of Benefits means, with respect to You, the complete inability to perform all of the substantial and material duties of Your occupation and any other gainful occupation in which You earn substantially the same compensation earned prior to disability. With respect to a covered Dependent, Hospital Confinement.

Extension of benefits will end at the earlier of:

- the end of Total Disability;
- the end of a 12 month period following the date the Policy terminates; or
- the date the Maximum Benefit Amount, per Injury is reached.

GACXXEOB100

SCOPE OF ACCIDENT COVERAGE

24-Hour-A-Day Accident Coverage: A Covered Person is covered for Injury which is incurred on a 24-hour per day basis.

GACXXSC100

ACCIDENTAL DEATH AND DISMEMBERMENT, LOSS OF SIGHT, SPEECH AND HEARING BENEFIT

If, within 365 days from the date of an Accident, Injury from such Accident results in a loss covered by this benefit, We will pay the benefit in the amount set opposite such loss, as shown on the Schedule of Benefits. If a Covered Person sustains more than one such loss as the result of the Accident, We will pay only one amount, the largest to which a Covered Person is entitled.

Loss of hand or foot means loss by severance at or above the wrist or ankle joint. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be irrecoverable by natural, surgical or artificial means. Loss of speech means total, permanent and irrecoverable loss of audible communication. Loss of hearing means total and permanent loss of hearing in both ears which cannot be corrected by any means. Severance means the complete separation and dismemberment of the part from the body.

Benefit payment is subject to the definitions, limitations, exclusions and other provisions of the Policy.

GACXXADD100

ACCIDENT MEDICAL EXPENSE BENEFITS

We will pay benefits, as defined and limited below, for Covered Charges incurred by a Covered Person due to Injury caused by an Accident.

Covered Charges are payable only for an Injury:

- for which the first treatment or service is incurred within the Initial Treatment Period; and
- for which expense for all treatment or service is incurred within the Benefit Period.

Covered Charges are shown on the Schedule of Benefits.

GC-1300

9

Standard
ADD/AME(XS)/Family

No Other Valid and Collectible Insurance or Plan

We will pay the Insured Percent of incurred Covered Charges up to the Maximum Benefit Amount, Per Injury, subject to the definitions, limitations, exclusions and other provisions of the Policy.

Other Valid and Collectible Insurance or Plan

After the Deductible has been satisfied, We will pay the Insured Percent of incurred Covered Charges which are in excess of the total benefits payable for the same Injury by any Other Valid and Collectible Insurance or Plan on a provision of service or on an expense incurred basis, up to the Maximum Benefit Amount, Per Injury. Benefit payment is subject to the definitions, limitations, exclusions and other provisions of this Certificate.

You must provide Us with proof of the amount of benefits paid by Other Valid and Collectible Insurance or Plan or proof of denial of benefits by Other Valid and Collectible Insurance or Plan.

If, for any reason, You fail to apply for benefits from Other Valid and Collectible Insurance or Plan, We will pay the benefit that would have been paid under the Policy had You filed a claim under the Other Valid and Collectible Insurance or Plan.

If Other Valid and Collectible Insurance or Plan provides benefits on an excess coverage basis, benefits will be paid first by the company or services plan whose policy or service contract has been in effect for the longer period of time at the date of the Injury.

GACXXAME100

EXCLUSIONS

The Policy does not provide benefits for:

- Treatment, services or supplies which:
 - Are not Medically Necessary;
 - Are not prescribed by a Doctor as necessary to treat an Injury;
 - Are determined to be Experimental/Investigational in nature;
 - Are received without charge or legal obligation to pay;
 - Are received from persons employed or retained by any Family Member, unless otherwise specified; or
 - Are not specifically listed as Covered Charges in the Policy.
- Injury by acts of war, whether declared or not.
- Injury received while traveling or flying by air, except as a fare-paying passenger and not as a pilot or crew member, on a regularly scheduled commercial airline.
- Injury covered by Worker's Compensation, Employer Liability law or Occupational Disease Act or Law.
- Dental treatment, except as specifically stated.
- Injury sustained while committing or attempting to commit a felony.
- Prescription Drugs except as specifically stated.
- Suicide or attempted suicide while sane or insane.
- Intentionally self-inflicted Injury.
- Loss resulting from being legally intoxicated or under the influence of alcohol as defined by the laws of the state or jurisdiction in which the Injury occurs.
- Loss resulting from being under the influence of any drugs or narcotic unless administered on the advice of a Doctor.
- Injury sustained while participating in or practicing for any professional, intercollegiate or club sports activity, except as specifically provided.
- Injury which occurs while a Covered Person is on active duty service in any armed forces. Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days.

SAMPLE

- Injury sustained flying in an ultra light, hang gliding, parachuting or bungee-cord jumping, by flight in a space craft or any craft designed for navigation above or beyond the earth's atmosphere.
- Injury sustained while driving or riding on vehicles for off-road use including but not limited to all-terrain vehicles (ATV's).
- Injury sustained where a Covered Person is the operator and does not possess a current and valid motor vehicle operator's license, except in a Driver's Education Program.
- Treatment in any Veteran's Administration or federal Hospital, except if there is a legal obligation to pay;
- Cosmetic surgery, except for reconstructive surgery on an injured part of the body.
- Covered Charges incurred outside of the United States or its possessions
- Competing in motor sports races or competitions;
- Competing in water sports races or competitions;
- Testing cars/trucks on any racetrack or speedway;
- Handling, storing or transporting explosives;
- Scaling up cliffs or mountain walls;
- Spelunking (exploring caves);
- Handling or working with dangerous animals.

GACXXEX100

- Injury sustained while water skiing or surfboarding;
- Injury sustained while snow skiing or snowboarding;
- Injury sustained while roller blading or skateboarding;
- Injury sustained while participating in a rodeo.

GACXXEX200

SAMPLE
PREMIUM

Payment of Premium/Due Date: All premium, charges or fees (hereinafter "Premium") must be paid to Us at Our Home Office by the premium due date. Coverage will not become effective until the required premium is received at Our Home Office or by Our authorized representative.

Returned or Dishonored Payment: If a check in payment for the Premium is dishonored for insufficient funds, a reasonable service charge may be charged to You which will not exceed the maximum specified under state law. A dishonored check shall be considered a failure to pay Premium and coverage shall not take effect.

Grace Period: We allow a Grace Period of 31 days for the payment of premium after the first premium. Coverage is in force during the Grace Period. If at least 60 days prior to the premium due date We send written notice to You of Our intent not to renew this Certificate, then the Grace Period will not apply to any period after the date the non-renewal is to be effective. If You send written notice to Us that You are not renewing Your coverage, then the Grace Period will not apply after the date the non-renewal is to be effective.

Coverage terminates on the last day for which premium has been paid.

Reinstatement: If coverage terminates due to non-payment of premium, then a subsequent acceptance of premium by Us or by an agent, without requiring an application for reinstatement, will reinstate the insurance.

The reinstated Certificate will cover only losses that begin after the date of reinstatement. In all other respects, Your rights and Ours will be the same as before insurance terminated, unless there are new provisions added due to reinstatement. The premium We accept for reinstatement may be used for the period for which premiums had not been paid. We can apply the premium for as many as 60 days before the date of reinstatement.

GACXXPREM100

CLAIM PROVISIONS

Notice of Claim: Written notice of claim must be given to the Company or its authorized representative within 60 days after a covered loss starts, or as soon thereafter as is reasonably possible. Notice should include information sufficient to identify the Covered Person.

Claim Forms: The Company, upon receipt of written notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing Proofs of Loss. If such forms are not furnished within 15 days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of the Policy as to Proof of Loss upon submitting, within the time fixed in the Policy for filing Proof of Loss, written proof covering the occurrence, the character, and the extent of the loss for which claim is made.

Proof of Loss: Written proof of loss for Hospital confinement must be given to the Company or its authorized representative within 60 days after release from the Hospital. Proof of any other covered loss must be given to the Company or its authorized representative not later than 90 days after the covered loss. If proof of loss is not given within the time specified, the claim will not be denied or reduced for that reason if that proof was given as soon as reasonably possible.

Time of Payment of Claims: Benefits will be paid as soon as We receive proper proof of loss unless the Policy provides for periodic payment. When the Policy provides for periodic payment, the benefits will accrue and will be paid monthly subject to proper proof of loss.

Payment of Claims: Benefits payable under the Policy for Your loss of life will be paid to Your beneficiary on record with the Company. Benefits payable for losses sustained by Your Dependents are payable to You. Any other payable benefits remaining unpaid at the time of a Covered Person's death may, at Our option, be paid to a Covered Person's next of kin or to a Covered Person's estate. All other benefits will be payable to a Covered Person or the medical services provider if We have received a valid assignment by the Covered Person.

If any indemnity of the Policy shall be payable to a Covered Person's estate or to a person who is a minor or otherwise not competent to give a valid release, the Company may pay such indemnity to his parent, guardian or other person actually supporting him. Any payment made by the Company in good faith pursuant to this provision shall fully discharge the Company to the extent of such payment.

Subject to a Covered Person's written direction or of a Covered Person's legal or natural guardian if a Covered Person is a minor or otherwise incompetent to make such a direction, all or a portion of any indemnities provided by the Policy as a result of medical, surgical, dental, hospital or nursing service may, at the Company's option, and unless the Company is requested in writing not later than the time for filing proofs of loss, be paid directly to the hospital or person rendering such services.

Change of Beneficiary: You have the right to change the beneficiary and the consent of the beneficiary or beneficiaries shall not be requisite to any change in beneficiary.

Physical Examination and Autopsy: The Company, at its own expense, shall have the right and opportunity to examine a Covered Person as it may reasonably require while a claim is pending. The Company, at its own expense, may also have the right to make an autopsy in the case of death, where it is not prohibited by law.

Legal Actions: A legal action may not be brought to recover on the Policy within 60 days after written Proof of Loss has been given as required. No such action may be brought after 3 years from the time written proof was required to be given.

Subrogation: When benefits are paid to or for a Covered Person under the terms of the Policy, We shall be subrogated, unless otherwise prohibited by law, to a Covered Person's rights of recovery against any person who might be acknowledged liable or found legally liable by a Court of competent jurisdiction for the Injury that necessitated the hospitalization or the medical or surgical treatment for which benefits were paid. Such subrogation rights shall extend only to the recovery by the Company of the benefits it has

paid for such hospitalization and treatment and the Company shall pay fees and costs associated with such recovery.
GACXXCP100

GENERAL PROVISIONS

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

Failure by the Company to enforce any Policy provision shall not waive, modify or render such provision unenforceable at any other time; at any given time; or under any given set of circumstances, whether the circumstances are or are not the same.

Incontestability: After 2 years from the Covered Person's Effective Date of coverage, no statements, except fraudulent misstatements, made by the Covered Person in the application for such coverage shall be used to void the Covered Person's coverage or to deny a claim for loss incurred or disability commencing after the expiration of such 2 year period

Non-Participating: The Policy is non-participating. It does not share in the Company's profits or surplus earnings.

Workers' Compensation: This Certificate is not in lieu of and does not affect any requirement for coverage by Workers' Compensation Insurance.

Conformity With State Statutes: If any provision of the Policy is contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of such law.
GACXXGP100

SAMPLE

SCHEDULE OF BENEFITS

Policyholder:	
Policy Effective Date:	
Eligible Persons:	Members of _____ and their Dependents.
Scope of Coverage:	24-Hour Accident Coverage

GAXXSOB100

ACCIDENTAL DEATH AND DISMEMBERMENT, LOSS OF SIGHT, SPEECH AND HEARING BENEFIT

The Principal Sum	\$
Loss of Life	The Principal Sum
Loss of Both Hands	The Principal Sum
Loss of Both Feet.....	The Principal Sum
Loss of the Entire Sight of Both Eyes	The Principal Sum
Loss of One Hand and One Foot.....	The Principal Sum
Loss of Speech and Hearing	The Principal Sum
Loss of One Hand or One Foot and Entire Sight of One Eye	The Principal Sum
Loss of One Hand or One Foot	One-Half The Principal Sum
Loss of Entire Sight of One Eye	One-Half The Principal Sum
Loss of Speech or Hearing	One-Half The Principal Sum
Loss of Hearing One Ear	One-Quarter The Principal Sum

GAXXADDSOB202

ACCIDENT MEDICAL EXPENSE BENEFITS

Maximum Amount Per Injury	\$
Deductible Per Injury	\$
Insured Percent (except as specifically stated in Covered Charges)	%
Initial Treatment Period	
Benefit Period	

GAXXAMESOB101

COVERED CHARGES

Treatment, services or supplies incurred for:
Hospital room and board, and general nursing care, up to the semi-private room rate
Hospital miscellaneous expense during Hospital Confinement or for outpatient surgery under general anesthetic , such as the cost of the operating room, laboratory tests, x-ray examinations, anesthesia, drugs (excluding take-home drugs) or medicines, therapeutic services and supplies
Doctor's fees for surgery
Anesthesia services
Doctors visits, inpatient and outpatient
Hospital Emergency care
X-ray and laboratory services
Ambulance expense
Prescription Drugs
Dental treatment for Injury to Sound Natural Teeth
Registered Nurse expense

GAXXCCSOB101

MD NOW

24/7 Unlimited Doctor Visits by Phone

As part of your NACA Benefits Package you and your family are enrolled into the MD NOW service, which provides unlimited access to a Medical Doctor 24/7 from anywhere in the world. This service is available for all non-emergency situations for your entire family.



How to use MD NOW:

To access a Medical Doctor 24/7 for "non-emergency" medical consultations:

- * Call (888) 996-3669 anytime 24/7 from anywhere in the world.
- * Immediately speak with an experienced US Registered Nurse.
- * The Nurse will verify your membership (your MD NOW ID number)
- * The Nurse will gather your medical history if you have not used the service before.
- * The Nurse will document your current medical concern, issue, or general question
- * The Nurse will call back (usually within one hour) with a Medical Doctor licensed in your state, for your personal consultation.
- * If appropriate, the Doctor will prescribe a non-narcotic medication and call it into your local pharmacy.

For HIPAA-compliant Electronic Medical Record (EMR) accessed by RN on-call 24/7 via the toll free number, download the application at www.GlobalMDnow.com/application.pdf, complete, and mail or fax to the specified address.

To set up your password-protected internet access to all of your critical health information for emergency situations, download the Questionnaire www.GlobalMDnow.com/phq.pdf and the Internet Authorization Forms at www.GlobalMDnow.com/internet.pdf. Complete, and mail to the specified address.

Your MD NOW Membership number is 0000000000000000

If you have questions, please contact Member Service at memberservices@GlobalMDnow.com or call (888) 996-3669

Medical Concierge



- A 24/7 service
- Can coordinate communication between the doctor and the patient
- Prescription reminder service
- Set, change and cancel medical appointments
- Call, email or text to remind you of upcoming medical appointments, therapy, etc.

Your Medical Concierge will call you to welcome you to NACA and get you started on the service. To access after registered: call 866.700.8686 and have your membership information ready.

Wellness Services

Guarantee Trust Life Insurance Company (GTL) provides the Accident Medical coverage and the Accidental Death and Dismemberment coverage. GTL does not **provide** nor is affiliated with the discount products provided as part of membership in North American Consumer Alliance (NACA)

Global WellCare



GLOBALLY FIT

Health Assessment – a health and wellness questionnaire to assess your health.

Personal Health Report – evaluates your health assessment and summarizes risk factors, gives recommendations and suggestions to help you optimize your health.

My Goals – you develop your personal health goal and the program sets up customized action plans to meet your fitness, nutrition and health goals.

My Exercise Plan – this personal, customized area sets up a Get Fit plan to improve your level of fitness dependent on your goals. You choose what you want to work on whether you are beginning a program, working on general fitness, setting up you own program, doing body zone toning or athletic training.

My Nutrition Plan – tracks your current eating habits and sets up nutrition plans to help with your health.

Life Skills – helps determine your stress areas, provides coping techniques to meet life’s everyday challenges.

My Family Plan – helps you educate and instill healthy habits on fitness and nutrition to the entire family.

Quit Net – Quit tobacco for good. Access advice on medications and other information to help you quit. Talk on line with specialized counselors, receive community support and get encouragement from others.

Health Tracker – an easy way to track your progress to better health! Track your body weight, blood pressure, cholesterol, body fat, sleep, blood sugar and much more over days, weeks or the year.

Manage My Conditions – information and education for your health concerns

Coach – your personal link to credentialed professionals specific questions about your health, exercise, nutrition, life management and psychological situations.

Resources – visit the resource center to find fitness centers, informative articles and healthy recipes.

Community – support and motivation to help you achieve your goals from other Globally Fit members.

My Account – personal messages from your coach, change account information

Access to My Expert Solutions MyExpertSolution is a confidential, reliable source of preventive health care, providing expert answers to members' questions in the areas of mental and emotional health and well-being, relationships, business and finance. To access this program: **go to www.GloballyFit.com**

FIRST STEPS TO GLOBAL FITNESS

An overall fitness assessment and program dedicated to general muscle and joint health to assist with daily living skills – directed to those recovering from injury, “first time” and “welcome back” to fitness participants. This program incorporates streaming exercise video demonstrated by physical therapists. To access this program: **go to www.FirstStepsFitness.com**

GLOBALLY FIT EQUIP

Access to a comprehensive store of fitness, nutrition and wellness supplies at significant member pricing – products from professional grade exercise equipment to yoga mats and nutritional supplements. To access this program: **go to www.GloballyFitEquip.com**



For more information go to: **www.GlobalWellCare.com**



Medical Bill Negotiation

The only people who pay top dollar are those who do not have a medical advocate!

When you have a medical bill call our medical negotiation team and put them to work confirming charges and negotiating a reduction in your bill. Our negotiation team is very experience in working out reduction in charges from hospitals and medical providers.

If you are credit-worthy they can arrange for financing of any medical bills.

Here are some of the highlights of the program:



- Members can receive up to 100% off their existing medical bills.
- We work directly with providers, attorneys, and collection companies.
- We are Patient Advocates working on your behalf to protect your interest and save you money.
- No Minimum bill requirement.
- If you feel you were over-charged, billed incorrectly or just cannot afford it, we can help!
- There is no risk to using this program. We will either save money or you have spent nothing.
- If we do not save you money there is no fee.

How to Access This benefit: You can call **(866) 935 0407** or go to www.pasMedicalBill.com

Vitamins

Take an additional 5% off this already deeply discounted vitamin program.

Swanson Health Products is committed to bringing members the lowest possible prices on every product they carry. If you find the same product you have purchased from Swanson Health Products advertised by another company at a lower price, Swanson Health Products will not only refund the difference, they will give you double the difference back!

This savings guarantee applies only to products advertised through Swanson's Health Product published offers.

To access this program, go to www.nbbivitamins.com and enter promo code NBBIO608 all caps.

Lifestyle Services

Guarantee Trust Life Insurance Company (GTL) provides the Accident Medical coverage and the Accidental Death and Dismemberment coverage. GTL does not provide nor is affiliated with the discount products provided as part of membership in North American Consumer Alliance (NACA)

Shopping



Do you shop online? How much cash do you get back for shopping online? If nothing, would you like to get cash back? If you shop at one of our 1100 vendors, you get cash every time you shop online. Some examples: 7.7% at Target, 4.4% JC Penney, 4.4% Macy's, 7.7% Sharper Image, 5.5% Home Depot, 3.3% Office Depot. No other shopping program can match this free cash-back savings program.

What is GreenBackStreet?

GreenBackStreet (GBS) is one of the Internet's premier social shopping and rewards portals.

What does GreenBackStreet offer its members?

*Cash Back Shopping – GBS offers members Cash Back at more than **1,100 of the Internet's most popular retailers**. Some examples of GreenBackStreet merchants are listed below.*

**Cash Back percentages as of February 23, 2008. Stores on GBS are subject to change from time to time. Check www.nbbigreen.com for a current list of all merchants.*

***Community** – GBS is an interactive, user-generated community, focused around shopping at online and brick and mortar stores. GBS members create favorite stores, write reviews, and create wikiMALLS (TM) that focus on anything from general shopping topics to detailed reviews about a specific product.*

***Deals and Coupons** – GBS posts deals and coupons from vendors and local business every day. Loyal members of GBS use these coupons daily.*

***Games** – GBS offers free games that offer cash and prizes to members. More than 30% of active GBS members play games every day.*

***Local Listings** – GBS members have access to exclusive coupons posted by local businesses. In addition, members have access to descriptions of local businesses, hours of operation, maps, and valuable reviews written by loyal customers.*

To access this program, go to: <http://www.nbbigreen.com>, sign up as a free member and start saving.

Discount Coupons

ALL CATEGORIES

Arts & Crafts

Automotive

Baby - Clothes/Services/etc.

Books, Magazines, Newspapers

Clothes

- Child

- Men

- Shoes

- Women

Computer

- Inkjets/Toner

- Software

-Hardware/Peripherals

Education -

College/Homeschooling

Electronics

- Cell Phones

- General

- Satellite/Radio/TV

- Video Games

Internet

- DSL/Cable/Dial-up

- Services/IP-Phone/etc.

- Web Hosting

Grocery/Restaurants Gifts

- Flowers

- Personalized/Misc

- Wine/Food

Health

- Beauty (Makeup.

Rejuvenating)

- Contacts/Glasses/etc.

- Fitness/Vitamins/Diet

Home

- Appliances

- Furniture/Rugs/Other

Miscellaneous

Outdoors/Garden

Jewelry

Misc - Other

Movies - DVD/Stores/Services

Music - MP3/CD/Services

Office - Supplies/Equipment

Pets

Religious - Various

Seasonal

Services

- Finance/Credit Cards/Loans

- Insurance (Health, Car, Dental...)

- Job Hunting/Posting

-Matchmaking/Astrology

Sports - Equipment/etc.

Tools - Hardware/Tools

Toys, Travel

Even More Great Savings

When you get a deal, go through the GreenBackStreet Portal Portal and when you present your coupon or code. Since you went through GreenBackStreet, you get money back in addition to the coupon or promo code savings

To access this program, go to www.nbbicoupons.com and register. When registered, enter your zip code put a check mark in the box next to the coupons you want and press print. It is that simple!

Mega Mall

Wal-Mart, Half.com, Target Overstock, Buy.com and over 300 other great stores at your fingertips!

MegaMall offers you top-quality products and services, from reputable names you can trust. The MegaMall was created to provide online users an easy and user friendly environment to have all of their shopping needs met in one place.

We offer over 300 top merchants with great savings and the convenience of them being located under one big virtual roof! We are constantly searching out new merchants to add to our MegaMall. We want to keep it as fresh and alive as possible to invigorate your shopping experience.

To access this program, go to www.nbbimegamall.com

Flowers

Save **15%** on all types of plants and flowers “direct from the farm to consumer” company, with a freshness guarantee.

Since ProFlowers' launched in 1998, it has become the largest domestic grower-direct internet flower provider. ProFlowers sells a wide variety of fresh-cut flowers, mixed bouquets and potted plants, shipped fresh from the grower. The products sold on the site are chosen for their exceptional quality and uniqueness as well as their freshness. ProFlowers boasts unparalleled customer service, quality products and a 7-Day Freshness Guarantee for each order shipped.

GUARANTEED FRESH

Go to www.nbbiflowers.com and enter Member Code nbb or Call 1-800-776-3569 and give them your member code nbb

Magazines

SAVE UP TO 85% ON OVER 700 MAGAZINES

Exclusive Triple Guarantee

Savings

If you find a lower publisher-authorized price for any magazine you've purchased from us, we'll cheerfully refund the difference.

Quality

If you're ever dissatisfied with any magazine you order from us, we'll gladly send a prompt refund for all undelivered issues!

Service

If you're ever unhappy with our service, we will do whatever it takes to make it right - even a 100% cash refund if you choose

To access this program, go to: www.nbbimagazines.com or call 1 (800) 959-1676 and give the code nbbi

Financial Wellness

Providing easy-to-access financial tools to help you through trying economic times.

Credit Repair

- Receive a discount. You pay only \$29.00! (Regular retail price is \$99.00.)
- Six (6) months of full-service credit repair.
- Upon utilizing Credit Repair, get a viewable credit report with score.
- 24/7 access to a secure online account to monitor your credit restoration progress.
- You may renew service for an additional six (6) months for an additional \$29.00.

Debt Settlement

- Receive a free debt counseling session with an expert debt specialist.
- Free advice about your debt situation and the feasibility of debt settlement as a solution.
- Get a quote regarding your specific situation including the estimated savings and timeframe of debt settlement.
- Enroll into a full debt settlement program with Halo Debt Solutions at your choice.

Bankruptcy Counseling

- Access to a network of bankruptcy counselors to cover bankruptcy options and requirements.
- Counseling certificates required by the court are issued upon completion of the counseling sessions.
- Additional counseling sessions can be scheduled as needed to complete pre-petition or pre-discharge requirements.

Foreclosure Assistance

- Receive professional consultation on the options available to avoid foreclosure.
- Learn the advantages and disadvantages of each option.
- Get legal, state-specific options and guidance to avoid foreclosure.

Financial Education

We provide financial assistance for consumers through written information and articles to prepare them for any financial situation they may encounter

Movie Tickets

Get tickets to the theaters listed below for **\$6.50 per ticket** :

Regal Cinemas, United Artists Theaters, Edwards Theaters, AMC Theaters, Loews Theaters, Star Theaters, Magic Johnson Theaters.

To access this program, go to page 2, print the form and follow the directions indicated on the form. Or visit www.nbbithemeparks.com

Theme Parks

Save on vacation deals to some of the finest Theme Parks in America:



To access this program, go to: www.nbbithemeparks.com and enter Member Code 1552822

Carpet Savings

Without showroom overhead, or pushy salesmen to pay, all we can do is **SAVE YOU MONEY! 50% - 70% off retail prices!**

Residential and commercial carpet straight from **S&S Mills**, a carpet manufacturer that sells wholesale carpet directly to the public. No showroom, sales associates, or middleman mark-ups! Same top quality carpets, styles, and colors...at wholesale carpet prices.

To access this program, call: **(800) 241-4013** between the hours of 8:00 a.m. and 10:00 p.m. Eastern Standard Time to discuss your carpet needs and to order your free sample portfolio or go to: www.nbbicarpets.com.

Carpet Savings

Moving Discounts

Members can receive member preferred discounts of 50% or more on interstate (state-to-state) moving, in-transit storage, and personal property protection coverage from two leading national van lines –

North American and Allied Van Lines.

To access the discount: **for Allied Van Lines Call 1-800-871-8864 use the code NBBi.**

To access the discount: **for North American Van Lines Call 1-800-524-5533 use the code NBBi.**

Real Estate Services

Members can get expert guidance, a knowledgeable local real estate agent, and cash rewards when buying or selling a home

- Receive professional counseling to guide you through the home buying and/or selling process
- Connect with a qualified local real estate agent to help you buy or sell a home
- Get Cash Rewards of up to \$1,000 or more.

To access this benefit: **Call 1-800-593-2526 give them your organization's name and the code NBBi, or visit www.nbbirelocation.com.**

Mortgage Services

Members can get personal advice, a great mortgage rate, and reduced fees on a new home loan or refinance

- Dedicated counselors provide personalized mortgage guidance
- VA mortgage options
- A full product menu for new homes, refinances, vacation homes to meet your personal needs
- Fast approvals, with minimal paperwork simplifies home financing
- Competitive rates, low closing fees and a special \$300 reward for members will save you money

To access this benefit: **Call 1-800-593-2526 give them your organization's name and the code NBBi, or visit www.nbbirelocation.com.**

Bonus Rewards

Earn an extra \$250 when you use the moving, real estate and mortgage services together for extra savings that can really add up!

Funeral Concierge

Did you know that, according to AARP, a **funeral is one of the most expensive purchases** of a lifetime?

The death of a family member or friend is one of life's most stressful times and requires grieving survivors to quickly make dozens of decisions about the funeral. To add to the emotional stress is the realization that the cost of a funeral ranks among the most expensive purchases a family will ever make, and **most of us are not informed consumers** of funeral products or services.

Everest is an independent consumer advocate whose sole purpose is to provide the information you need to make the most informed decisions about all funeral-related issues and, within your budget, put those wishes into action with the funeral home of your choice.

Everest works for you, not the funeral home. Everest does not sell funeral goods or services, nor do they receive any commissions from funeral homes or other service providers in the funeral industry

NBBI members are entitled to a \$50 discount

Purchase options include:

- Annual Option \$48 / \$68 (Discount applied to \$95 enrollment fee)
- Lifetime Option \$495 / \$695 (Discount applied to one-time fee)

Who is Everest?

Everest is an independent consumer advocate whose sole purpose is to provide the information you need to make the most informed decisions about all funeral related issues, and then put your wishes into action. What makes us revolutionary is that we work for YOU, not the funeral home. You're never locked into a decision, and our funeral advisory services can be used at any funeral home across North America. As an impartial consumer advocate, Everest is not a funeral home. We do not sell funeral goods or services, nor do we receive any commissions from funeral homes or other services providers in the funeral industry.

Everest's Services Include:

24 x 7 ADVISOR ASSISTANCE

- To discuss funeral planning issues **PriceFinder RESEARCH REPORTS**
- The only nationwide data base of funeral home prices
- Detailed, local funeral home price comparisons - available online

ONLINE PLANNING TOOLS INCLUDE

- Personal Profile
- 10-Key Decisions Planner
- "My Wishes" Planning Guide
- Reference Guide
- Information stored and maintained in our secure data vault

AT-NEED FAMILY SUPPORT

- Family Assistance & Plan Implementation
- Communicate the client's Personal Funeral Plan to the funeral home; removing the family from a sales-focused environment
- Provide 24 hour assistance throughout the funeral process
- Negotiation Assistance
- Gather pricing information and present to the family in an easy-to-read format
- Negotiate funeral service pricing with local funeral homes
- Help the family compare prices of caskets and other products

OUR MEMBERS RECEIVE A \$50 DISCOUNT

To access your \$50 discount go to www.nbbifuneral.com and enter discount code: NBBi or for more information about the program call 1-800-913-8318 to talk to an advisor. Remember to mention NBBi if you decide to utilize their services so you can get your discount

Hotels

Get discounts up to 15% at:

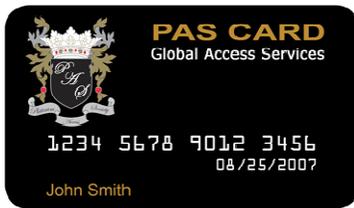


To access, call: 1-800-424 6423 Use Corporate Code 00064979

Online: visit www.choicehotels.com. Click on "Enter Your Special Rate ID" (located above the yellow arrow), enter the Corporate Code 00064979 and confirm the name National Benefit Builders Inc.

To access discounts up to 15% at: Days Inn...1-800-329-7466, Ramada...1-800-272-6232, Howard Johnson...1-800-146-4656, Knights Inn...1-800-843-5644, Travelodge...1-800-578-7878, Wingate...1-800-228-1000, Amerihost...1-800-434-5800, Super 8 Motels...1-800-800-8000, Baymont Inn...1-877-229-6668

For these hotels give the operator Code 26146



Free PAScard Services included for all NACA members:

Conference Tools:

Tele Conference:

- Dedicated dial-in number/access code/Available 24/7
- Up to 96 callers/unlimited number of conference calls
- Can record calls and is accessible by phone or computer



Voice Mail System:

- Record detailed greetings for multiple voicemail boxes with greetings and levels
- Dedicated voice mailbox for your personal and business use
- EBay? MySpace? Use this to provide detailed product info and retain anonymity

Voice Messaging:

- Unlimited number of voicemail boxes Available 24/7
- Individual greetings and message taking capability
- Use as an "information broadcaster" for invitations, motivational messages and trainings

Event Tickets:

Your source to purchase premium and sold-out seats to events nationwide!

- Concerts
- Theater
- Sports events
- Broadway tickets
- Las Vegas Tickets



E.Factor:

- Largest global network made by and for entrepreneurs.
- Promote your business and yourself to a large new clientele.
- Access to Access to Experts in business and Virtual Master Classes on many topics

Restaurant Certificates:

- PAScard Members experience 20% SAVINGS at over 9,000 Restaurants Nationwide!
- \$25 certificates for only \$8 \$10 certificates for only \$2.40

Travel Concierge:

- Travel Concierge professionals are available live 24/7 from anywhere in the world
- PAS Power Search simultaneously searches airline and travel sites for air/hotel/car/cruise

How to Access:

go to www.myPAScard.com and go to the **MyAccount** section

Enter your login: **XXXXXXXXXX** Enter your Password: **XXXXXXXXXX**

If you have questions, call Member Services: 877-376-2438 ext. 811

Pet Insurance



NOW YOU CAN PROTECT YOUR PETS WITH

NOW YOU CAN PROTECT YOUR PETS WITH VPI PET INSURANCE

AND RECEIVE A SPECIAL MEMBER DISCOUNT

VPI has been Selling Pet Insurance for over 25 years !

VPI Pet Insurance policies cover thousands of medical problems and conditions related to accidents, emergencies, poisonings and illnesses (including cancer).

- Coverage available for dogs, cats, birds and other exotics.
- Policies for cats are a little as \$10.per month with a \$50 per incident deductible.
- The average cost of a plan for dogs is \$25 to \$30 per month
- The VP! Superior Plan, our most popular plan for dogs and cats, provides the highest payouts available, with an annual benefit maximum of \$ 14,000. For pet owners seeking a lower level of protection, we also offer the VPI Standard Plan.
- Helps pay for lab fees, treatments, prescriptions, surgeries and more, after a low \$50 per incident deductible.
- You are free to use any licensed veterinarian anywhere, even when you're away from home.
- Fast and efficient claims processing.
- Multiple-pet discounts available.
- Optional routine care coverage available, with no deductible.
- There is a 10-day, money-back guarantee.

To Access this valuable program go to www.nbbipetinsurance.com

Parent Coaching

My Parent Advisor

Members Save 50% off annual cost



- Do you spend thirty minutes a day trying to get your kids up and ready for school while at the same time putting up with tantrums, sibling rivalry, and general hassles?
- Do you feel you have lost control before the day begins?
- Does the struggle continue after school with homework, chores, and bedtime problems?

Whether you are a novice as a parent or a veteran who has already made all the mistakes, and are now raising your grandchildren, what you want most is to be a good mother or father.

So, whether you are a grandparent, whether your child is two or twenty-two, the My Parent Advisor website is a must for you.

Parents are bombarded today with so many different ideas on successful parenting that most of us are confused, and rightfully so.

What you need is sound advice from someone who has worked in the trenches every day raising difficult children.

What you need is a practical commonsense approach to parenting that is based on using action while at the same time giving you the tools and ongoing support you need.

Now you have a membership to the My Parent Advisor website.

Vehicle Services

Guarantee Trust Life Insurance Company (GTL) provides the Accident Medical coverage and the Accidental Death and Dismemberment coverage. GTL does not provide nor is affiliated with the discount products provided as part of membership in North American Consumer Alliance (NACA)

Roadside Assistance

For Emergency Roadside Assistance you must call 1-888-423-9829

24-Hour Roadside Assistance:

If your vehicle is in need of non-accident related Roadside Assistance, you must call the toll-free phone number listed above for service. For the term of your contract, the following 'sign & drive' benefits are available 24-hours a day, 365 days a year, anywhere in the United States (including Alaska & Hawaii) and Canada:

- **Towing**
- **Jump Starts**
- **Flat Tire Changes** - w/customer's inflated spare
- **Vehicle Fluid Delivery** - cost of fluids extra
- **Lockout Assistance** - key cutting/replacement extra
- **Concierge Service** - courtesy help & emergency phone call support

A Maximum Benefit of **\$75** per incident applies, limited to three (3) uses per year. Only requests for services dispatched through the above listed number will be honored.

(Services not provided in areas where state providers are exclusively utilized, such as selected state toll-roads or highways.)

Auto Rental

Get up to **25%** off car rentals at Hertz, Budget and Avis.

To get **up to 25%** discounts on car rentals, call the numbers below:

Hertz.....1-800-654-2200, Use Member ID Code 1787255

Budget..1-800-527-0700, Use Member ID Code Z523600

Avis.....1-800-331 1212, Use Member ID Code G548600

You can also access discounts from other car rental agencies by going to your travel service at : www.nbbitravel.com. Use Member Code nbbi or call (888) 679-8176 and give them your Member Code nbbi

Budget Truck Rental

Local and one way rentals
Nearly 2800 U.S.locations
30,000 trucks nationwide
Save 15% on truck rentals.

To access this benefit Call (800) 566-8422 Use Promo code 56000101835

Motor Home Rental

Take a Cruise America Motor home Holiday your way and save 10%* off time and mileage charges on Cruise America or Cruise Canada vehicles when you identify yourself as a preferred member.

Types of RV's include Motor homes, Camper homes, Blazers, and Motorcycles. Start your holiday here at home. Or save precious vacation time by flying to your destination and taking your rolling motor home one way. Cruise America has locations in most prime vacation areas in North America.

* Offer not available in conjunction with other discount offers or promotional rates.

For reservations in the US and Canada Call: 1(800) 327-7799 .You must mention that you are affiliated with nbbi

Auto Purchase

Have an expert do all the work for you in purchasing or leasing all types of vehicles, including automobiles, RV's, farm equipment, boats, etc

This program will save you and your family members hundreds or perhaps thousands of dollars on their next new vehicle purchase or lease. The program offers you an easy, no stress, hassle-free buying/leasing experience.

This is one-stop service for ALL types of vehicles, including motorcycles, RVs, farm equipment, commercial equipment, boats, jet skis, snowmobiles, just to name a few. Our representative negotiates the lowest price, based on your selection criteria through YOUR local dealer. ~ Nationwide ~ at NO additional cost to you!

To access this program, go to www.nbbivehiclepurchase.com and use Member Code nbbi-2

Auto Repair

Members can receive a **10%** point-of-sale discount on the price of exhaust system repair, brake system repair, shocks and struts, coil springs, CV joints and front-end alignment service at participating MEINEKE® locations. With over 33 years of experience, and more than 850 shops serving over 2 million customers each year, you can be assured of quality service. MEINEKE® prides itself in operating auto repair centers that provide professional service at discount prices. All MEINEKE® Car Care Centers are independently owned and operated.

To access the Meineke discount, coupon go to www.nbbicarerepair.com and click on print.

Auto Lube Savings

Save \$ 5.00 on Jiffy Lube's Signature Service oil change at any participating Jiffy Lube location in the United states.

Each Jiffy Lube Signature Service Oil Change includes up to 5 quarts of motor oil an oil filter and more: Clean exterior windows, vacuum interior floors, check tire pressure, check and top off transmission/transaxle fluid, differential fluid, power steering fluid, windshield washer fluid, and battery water (if not sealed) States.

To access this Program, go to www.nbbilube.com and download your \$5.00 coupon.

Moving and Storage

Discounts from **North American Van Lines** or **Allied Van Lines**

As a member, you receive the following basic discounts on interstate moves:

1. Substantial bottom-line discounts
2. 45% discount on storage related needs
3. 180 days of storage vs. 90 days
4. No 'Peak Season' rates (normally 10% higher June through August)

•

Big Discounts on Storage in transit

No peak rate charges, which can run as high as 10% from may 15 through October 1

Our members receive FREE replacement protection up to \$50,000

Save up to 58% off regular relocation rates

North American Van Line number to call: 800.524.5533

Allied Van Lines: number to call: 800.871.8864

Mention the name of your group and use the code nbbi

Inside back cover leave blank



**North American Consumer Alliance
8117 Preston Road
Suite 300 West
Dallas, TX 75225**

**877 788 NACA
(877 788 6222)
Fax: 877 955 NACA**

Serving Healthcare Needs for 39 years

SERFF Tracking Number: ICCI-126335260 State: Arkansas
 Filing Company: American Medical and Life Insurance Company State Tracking Number: 43945
 Company Tracking Number: AMLI GRP LM 2007
 TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity
 Product Name: Limited Benefit Plan AMLI GRP LM 2007
 Project Name/Number: Limited Benefit Plan AMLI GRP LM 2007/Limited Benefit Plan AMLI GRP LM 2007

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
11/02/2009		Supporting Association checklist, brochure and Document financials	11/03/2009	Arkansas Association checklist 11-2-09.pdf NACA 2007 tax form.pdf NACA TX franchise tax return Summary 1-1-08-12-31-0-8.pdf