

SERFF Tracking Number: CMLX-G126826700 State: Arkansas  
 Filing Company: Companion Life Insurance Company State Tracking Number: 46865  
 Company Tracking Number: GCIAR0008801F01  
 TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness  
 Limited Benefit  
 Product Name: CIAS01GR09  
 Project Name/Number: CIAS01GR09/GCIAR0008801F01

## Filing at a Glance

Company: Companion Life Insurance Company

Product Name: CIAS01GR09

SERFF Tr Num: CMLX-G126826700

State: Arkansas

TOI: H07G Group Health - Specified Disease - Limited Benefit

SERFF Status: Closed-Approved-Closed

State Tr Num: 46865

Sub-TOI: H07G.001 Critical Illness

Co Tr Num: GCIAR0008801F01

State Status: Approved-Closed

Filing Type: Form

Author: SPI CompanionLife

Reviewer(s): Rosalind Minor

Date Submitted: 09/22/2010

Disposition Date: 10/08/2010

Disposition Status: Approved-Closed

Implementation Date Requested: 10/22/2010

Implementation Date:

State Filing Description:

## General Information

Project Name: CIAS01GR09

Status of Filing in Domicile: Authorized

Project Number: GCIAR0008801F01

Date Approved in Domicile: 12/04/2009

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Large

Overall Rate Impact:

Group Market Type: Association

Filing Status Changed: 10/08/2010

Explanation for Other Group Market Type:

State Status Changed: 10/08/2010

Deemer Date:

Created By: SPI CompanionLife

Submitted By: SPI CompanionLife

Corresponding Filing Tracking Number:

Filing Description:

NOT PPACA RELATED

Enclosed herewith for your consideration is Companion Life Insurance Company's Individual Association Group Critical Illness Certificate.

The Association Group Critical Illness Policy is the master policy which will be issued to associations located outside your state. The forms are being submitted on an "ABC" basis and were created for issue to a Florida association. This

SERFF Tracking Number: CMLX-G126826700 State: Arkansas  
 Filing Company: Companion Life Insurance Company State Tracking Number: 46865  
 Company Tracking Number: GCIAR0008801F01  
 TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness  
 Limited Benefit  
 Product Name: CIAS01GR09  
 Project Name/Number: CIAS01GR09/GCIAR0008801F01

policy was approved by the state of Florida on December 10, 2009. Once these forms are approved, the association will use them as part of their benefit package.

The forms are new and will not replace any forms that have been previously approved in your state.

The forms will be used to market critical illness coverage to association members and will be marketed through a network of independent licensed agents.

These forms were stamped "Exempt" by our domiciliary state, South Carolina, on December 4, 2009.

## Company and Contact

### Filing Contact Information

Vivian Frederic, Contracts Compliance Specialist  
 7909 Parklane Rd  
 Columbia, SC 29223-5666  
 vivian.frederic@companiongroup.com  
 803-735-1251 [Phone] 46777 [Ext]  
 800-836-5433 [FAX]

### Filing Company Information

Companion Life Insurance Company  
 7909 Parklane Rd, Suite 200  
 Columbia, SC 29223-5666  
 (803) 735-1251 ext. [Phone]  
 -----  
 CoCode: 77828 State of Domicile: South Carolina  
 Group Code: 661 Company Type:  
 Group Name: Companion Life State ID Number:  
 Insurance Company  
 FEIN Number: 57-0523959

## Filing Fees

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

| COMPANY                          | AMOUNT   | DATE PROCESSED | TRANSACTION # |
|----------------------------------|----------|----------------|---------------|
| Companion Life Insurance Company | \$50.00  | 09/22/2010     | 39752907      |
| Companion Life Insurance Company | \$100.00 | 10/06/2010     | 40348783      |

SERFF Tracking Number: CMLX-G126826700 State: Arkansas  
 Filing Company: Companion Life Insurance Company State Tracking Number: 46865  
 Company Tracking Number: GCIAR0008801F01  
 TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness  
 Limited Benefit  
 Product Name: CIAS01GR09  
 Project Name/Number: CIAS01GR09/GCIAR0008801F01

## Correspondence Summary

### Dispositions

| Status          | Created By     | Created On | Date Submitted |
|-----------------|----------------|------------|----------------|
| Approved-Closed | Rosalind Minor | 10/08/2010 | 10/08/2010     |

### Objection Letters and Response Letters

| Objection Letters         |                |            |                | Response Letters  |            |                |
|---------------------------|----------------|------------|----------------|-------------------|------------|----------------|
| Status                    | Created By     | Created On | Date Submitted | Responded By      | Created On | Date Submitted |
| Pending Industry Response | Rosalind Minor | 10/07/2010 | 10/07/2010     | SPI CompanionLife | 10/07/2010 | 10/07/2010     |
| Pending Industry Response | Rosalind Minor | 10/06/2010 | 10/06/2010     | SPI CompanionLife | 10/06/2010 | 10/06/2010     |



SERFF Tracking Number: CMLX-G126826700 State: Arkansas  
 Filing Company: Companion Life Insurance Company State Tracking Number: 46865  
 Company Tracking Number: GCIAR0008801F01  
 TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness  
 Limited Benefit  
 Product Name: CIAS01GR09  
 Project Name/Number: CIAS01GR09/GCIAR0008801F01

| Schedule            | Schedule Item                                      | Schedule Item Status | Public Access |
|---------------------|--|----------------------|---------------|
| Supporting Document | Flesch Certification                               | Approved-Closed      | Yes           |
| Supporting Document | Application  | Approved-Closed      | Yes           |
| Supporting Document | List of Variables                                  | Approved-Closed      | Yes           |
| Supporting Document | Association Questionnaire                          | Approved-Closed      | Yes           |
| Supporting Document | Articles of Incorporation                          | Approved-Closed      | Yes           |
| Supporting Document | By-Laws  | Approved-Closed      | Yes           |
| Form                | Group Association Critical Illnes Certificate      | Approved-Closed      | Yes           |
| Form                | Group Association Critical Illness Application     | Approved-Closed      | Yes           |
| Form                | Group Association Critical Illness Enrollment Form | Approved-Closed      | Yes           |

SERFF Tracking Number: CMLX-G126826700 State: Arkansas  
Filing Company: Companion Life Insurance Company State Tracking Number: 46865  
Company Tracking Number: GCIAR0008801F01  
TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness  
Limited Benefit  
Product Name: CIAS01GR09  
Project Name/Number: CIAS01GR09/GCIAR0008801F01

## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 10/07/2010

Submitted Date 10/07/2010

Respond By Date

Dear Vivian Frederic,

This will acknowledge receipt of the captioned filing.

Objection 1

- Group Association Critical Illnes Certificate, CIEGC-AS-4060 (Form)

Comment:

Please review ACA 23-86-106(2)(A)and (c)(i) et al. Any association must be submitted to our Department for approval.

Besides the Articles of Incorporation and the Bylaws, please provide us with the information outlined on the attached questionnaire.

We appreciate your cooperation.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

We have received your filing regarding the above named association/ discretionary group. To determine if this organization is a qualified group under our statutes, please provide the answers to the following questions:

1. Name and address of the group.
2. Is this group incorporated? If so, give state of incorporation.
3. Is there a current office in Arkansas?
4. Does the Arkansas part of the organization have any officers, committees, or chapters? If so, give details.
5. Are annual dues charged? If so, specify amount.
6. What are the specific activities of the organization?
7. What benefits are provided to the members in addition to insurance?  
PLEASE ATTACH BROCHURES ON THE BENEFITS.
8. What qualifies an individual for membership?
9. How are members recruited? If by mailing list, advise the source of this list.
10. Attach a copy of the organization by-laws.
11. Also, enclose a list of dues paying members residing in Arkansas with full addresses. If the organization considers this privileged information, we will treat it as such and once it has served our purpose, it will be destroyed.
12. Please attach a copy of the organization's most recent financial statement.
13. Does the organization receive any compensation of any kind from the insurer issuing contracts to its members?

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

SERFF Tracking Number: CMLX-G126826700 State: Arkansas  
Filing Company: Companion Life Insurance Company State Tracking Number: 46865  
Company Tracking Number: GCIAR0008801F01  
TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness  
Limited Benefit  
Product Name: CIAS01GR09  
Project Name/Number: CIAS01GR09/GCIAR0008801F01

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 10/07/2010  
Submitted Date 10/07/2010

Dear Rosalind Minor,

### Comments:

Thank you for your letter.

### Response 1

Comments: Please note we are filing these forms on an "ABC" association basis. The initial association with which we will be using these forms has changed since the forms were originally filed. They will now be issued through the AmeriBenefit Association which was approved in your state on August 3, 2010. Attached are copies of the questionnaire, Articles of Incorporation, and By-Laws which were all provided at the time the association was approved.

### Related Objection 1

Applies To:

- Group Association Critical Illness Certificate, CIEGC-AS-4060 (Form)

Comment:

Please review ACA 23-86-106(2)(A) and (c)(i) et al. Any association must be submitted to our Department for approval.

Besides the Articles of Incorporation and the Bylaws, please provide us with the information outlined on the attached questionnaire.

We appreciate your cooperation.

### Changed Items:

#### Supporting Document Schedule Item Changes

Satisfied -Name: Association Questionnaire

Comment:

Satisfied -Name: Articles of Incorporation

SERFF Tracking Number: CMLX-G126826700 State: Arkansas  
Filing Company: Companion Life Insurance Company State Tracking Number: 46865  
Company Tracking Number: GCIAR0008801F01  
TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness  
Limited Benefit  
Product Name: CIAS01GR09  
Project Name/Number: CIAS01GR09/GCIAR0008801F01

**Comment:**

Satisfied -Name: By-Laws

**Comment:**

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

If you have any questions or need additional information, please let us know.

Sincerely,

SPI CompanionLife

SERFF Tracking Number: CMLX-G126826700 State: Arkansas  
Filing Company: Companion Life Insurance Company State Tracking Number: 46865  
Company Tracking Number: GCIAR0008801F01  
TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness  
Limited Benefit  
Product Name: CIAS01GR09  
Project Name/Number: CIAS01GR09/GCIAR0008801F01

## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 10/06/2010

Submitted Date 10/06/2010

Respond By Date

Dear Vivian Frederic,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Group Association Critical Illness Certificate, CIEGC-AS-4060 (Form)
- Group Association Critical Illness Application, CIER AS APP 9000 (Form)
- Group Association Critical Illness Enrollment Form, CIEN AS APP 9000 (Form)

### Comment:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$150.00. Please submit an additional \$100.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

SERFF Tracking Number: CMLX-G126826700 State: Arkansas  
Filing Company: Companion Life Insurance Company State Tracking Number: 46865  
Company Tracking Number: GCIAR0008801F01  
TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness  
Limited Benefit  
Product Name: CIAS01GR09  
Project Name/Number: CIAS01GR09/GCIAR0008801F01

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 10/06/2010  
Submitted Date 10/06/2010

Dear Rosalind Minor,

### Comments:

Thank you for your letter.

### Response 1

Comments: An additional \$100 filing fee has been submitted.

### Related Objection 1

Applies To:

- Group Association Critical Illness Certificate, CIEGC-AS-4060 (Form)
- Group Association Critical Illness Application, CIER AS APP 9000 (Form)
- Group Association Critical Illness Enrollment Form, CIEN AS APP 9000 (Form)

Comment:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$150.00. Please submit an additional \$100.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee.

### Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.



SERFF Tracking Number: CMLX-G126826700 State: Arkansas  
 Filing Company: Companion Life Insurance Company State Tracking Number: 46865  
 Company Tracking Number: GCIAR0008801F01  
 TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness  
 Limited Benefit  
 Product Name: CIAS01GR09  
 Project Name/Number: CIAS01GR09/GCIAR0008801F01

## Form Schedule

### Lead Form Number: CIEGC-AS-4060

| Schedule Item                 | Form Number      | Form Type                   | Form Name  | Action  | Action Specific Data | Readability | Attachment                                  |
|-------------------------------|------------------|-----------------------------|--|---------|----------------------|-------------|---|
| Approved-Closed<br>10/08/2010 | CIEGC-AS-4060    | Certificate                 | Group Association<br>Critical Illness<br>Certificate     | Initial |                      | 45.900      | CIEGC-AS-4060 - Certificate.PDF             |
| Approved-Closed<br>10/08/2010 | CIER AS APP 9000 | Application/Enrollment Form | Group Association<br>Critical Illness<br>Application     | Initial |                      | 42.900      | CIER AS APP 9000 - Master Application.PDF   |
| Approved-Closed<br>10/08/2010 | CIEN AS APP 9000 | Application/Enrollment Form | Group Association<br>Critical Illness<br>Enrollment Form | Initial |                      | 40.500      | Form CIEN AS APP 9000 - Enrollment Form.PDF |



Companion Life Insurance Company  
7909 Parklane Road, Suite 200  
Columbia, South Carolina 29223-5666

|                      |  |                          |                   |
|----------------------|--|--------------------------|-------------------|
| Policyholder:        | [ABC Association]                            |                          |                   |
| Address:             | [123 Main Street<br>Any City, Florida 12345] |                          |                   |
| Group Policy Number: | [CI-XXX01]                                   | Effective Date:          | [January 1, 2010] |
| Issue Date:          | [January 1, 2010]                            | Policy Anniversary Date: | [January 1]       |

This is to certify that Companion Life has issued and delivered the Group Insurance Policy to The Policyholder shown above and subject to the terms of that policy you, the Insured, are eligible.

This Certificate of Insurance is evidence of your insurance under the policy and of the policy's benefits. Everything contained in this Certificate of Insurance is subject to the provisions, definitions and exceptions in the policy. The policy is on file with the Policyholder and may be examined at any reasonable time.

This Certificate replaces all Certificates and Certificate Riders, if any, previously issued to the Policyholder by Companion Life to give to you under the Policy.

Signed for Companion Life Insurance Company.

A handwritten signature in black ink, appearing to read 'Trescott N. Hinton, Jr.', is written over a horizontal line.

Trescott N. Hinton, Jr.  
President

GROUP CERTIFICATE PROVIDING  
CRITICAL ILLNESS BENEFITS  
NON-PARTICIPATING

**This is a Limited Benefit Health Coverage Certificate.** Certificates of this category are designed to provide limited or supplemental coverage, paying benefits ONLY upon the Occurrence and Diagnosis of a covered condition. This certificate does not provide benefits for any other disease, sickness or incapacity. This certificate does not provide for basic hospital, basic medical-surgical, or major medical expenses. Benefits provided are a supplement, and not a substitute for, medical coverage or disability insurance.

**PLEASE READ THIS CERTIFICATE CAREFULLY. THIS IS NOT A MEDICARE SUPPLEMENT POLICY.**

For service or complaints about this certificate, please address any inquiries to the address shown above or call [1-800-736-7872].

## TABLE OF CONTENTS

|           |                                |
|-----------|--------------------------------|
| Section 1 | DEFINITIONS                    |
| Section 2 | ELIGIBILITY AND EFFECTIVE DATE |
| Section 3 | BENEFITS                       |
| Section 4 | EXCEPTIONS AND LIMITATIONS     |
| Section 5 | TERMINATION OF INSURANCE       |
| Section 6 | PREMIUMS                       |
| Section 7 | CLAIM PROVISIONS               |
| Section 8 | GENERAL PROVISIONS             |

AMENDMENT RIDERS, IF ANY

## Schedule of Benefits

|   |                                  |
|---|----------------------------------|
| Classes of Insureds Eligible for Insurance: | [All Members of the Association] |
| Insured:                                    | [John Doe]                       |
| Insured Critical Illness Benefit Amount:    | [\$2,000-\$50,000]               |
| Premium:                                    | [\$379.30]                       |
| Premium Payment Mode:                       | [Monthly]                        |
| Premium Class:                              | [Male Non-Smoker]                |

Reduction Formula: If a Covered Person is Age 60 or older on the Policy Effective Date, his Benefit Amount will be reduced by 50 percent on the fifth anniversary of the Policy Effective Date, and in all other cases, the Benefit Amount will be reduced by 50 percent when the Covered Person reaches Age 65 (collectively a “Benefit Reduction Due to Age”).

| <b>Covered Conditions - Category 1:</b>   | Benefit Amount: |
|---|-----------------|
| • Heart Attack  | [0-100%]        |
| • Stroke  | [0-100%]        |
| • Major Organ Transplant of the Heart or Combination Transplant Including Heart     | [0-100%]        |
| • Coronary Bypass Surgery   | [0-100%]        |
| • Angioplasty   | [0-100%]        |
| <br>  |                 |
| <b>Covered Conditions - Category 2:</b>   |                 |
| • Invasive Cancer<br>(Diagnosis more than 30 days after effective date of coverage) | [0-100%]        |
| • Invasive Cancer<br>(Diagnosis during the first 30 days of in force coverage)      | [0-100%]        |
| • Cancer In Situ<br>(Diagnosis more than 30 days after effective date of coverage)  | [0-100%]        |
| • Cancer In Situ<br>(Diagnosis during the first 30 days of in force coverage)       | [0-100%]        |
| <br>  |                 |
| <b>Covered Conditions - Category 3:</b>   |                 |
| • Major Organ Transplant - not covered in Category 1                                | [0-100%]        |
| • End-Stage Renal Failure   | [0-100%]        |
| • Advanced Alzheimer’s Disease  | [0-100%]        |
| • Blindness   | [0-100%]        |
| • Deafness  | [0-100%]        |
| • Paralysis   | [0-100%]        |
| • Severe Burns (Not covered for dependent children)                                 | [0-100%]        |
| • Accidental Loss of Speech   | [0-100%]        |
| • Motor Neuron Disease, including ALS, Lou Gehrig’s Disease                         | [0-100%]        |
| • Coma  | [0-100%]        |

The Critical Illness Benefit will be paid only if a covered condition first occurs and is diagnosed after the effective date of coverage, except for the covered condition Diagnosis of Invasive and In Situ Cancer, as stated in the Policy Schedule above and this Policy below.

## **SECTION 1 DEFINITIONS**

1.01 “Accident” means sudden, unexpected and unintended injury which is independent of any Sickness and which takes place while the Covered Person’s coverage is in force.

1.02 “Age” means the attained age as of the last birthday.

1.03 “Benefit Payment” means the percentage of the current benefit amount applicable for that condition if the claim is payable.

1.04 “Calendar year” means the period from January 1 through December 31 of the same year.

1.05 “Certificate” means the individual certificate issued to you. It describes the coverage under the Policy.

1.06 “Company” means Companion Life Insurance Company, located in Columbia, South Carolina.

1.07 “Clinical Diagnosis” means a Diagnosis of Invasive Cancer or Cancer In Situ based on the study of symptoms and diagnostic test results. We will accept a Clinical Diagnosis of Cancer only if the following conditions are met:

- a) a Pathological Diagnosis cannot be made because it is medically inappropriate or life threatening;
- b) there is medical evidence to support the Diagnosis; and
- c) a Physician is treating You for Invasive Cancer and/or Cancer In Situ.

1.08 “Covered Person(s)” means you and Your Dependents insured under the Policy.

1.09 “Critical Illness” means the First Ever Occurrence, while this Policy is in force, of one of the following covered conditions, as defined below:

- a) Accidental Loss of Speech
- b) Advanced Alzheimer’s Disease
- c) Angioplasty
- d) Blindness
- e) Cancer In Situ
- f) Coma
- g) Coronary Bypass Surgery
- h) Deafness
- i) End-Stage Renal Failure
- j) Heart Attack
- k) Invasive Cancer
- l) Major Organ Transplant
- m) Motor Neuron Disease
- n) Paralysis
- o) Severe Burns
- p) Stroke

## SECTION 1 DEFINITIONS

a) “Accidental Loss of Speech” means the Diagnosis, by a Physician board-certified as medically appropriate for this condition, of the total, permanent and irreversible loss of your ability to speak as a result of an accidental injury.

b) “Advanced Alzheimer's Disease” means the Diagnosis, by a Physician board-certified as a Neurologist, of Advanced Alzheimer's Disease. You must exhibit loss of intellectual capacity involving impairment of memory and judgment as measured by clinical evidence and standardized testing. It must result in significant reduction in mental and social functioning such that you require Substantial Assistance in performing at least three of the six Activities of Daily Living (as defined below). No other dementing brain disorders or psychiatric illnesses shall meet the definition of Alzheimer’s Disease, nor will they be considered a covered condition.

1. Activities of Daily Living (ADLs) refer to certain basic daily tasks necessary to maintain a person's health and safety. In this Policy, ADLs refer to the activities described below:

- i. Transfer and mobility -The ability to move into or out of a bed, chair or wheelchair or to move from place to place, either via walking, a wheelchair, cane, crutches, walker or other equipment.
- ii. Continence -The ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).
- iii. Dressing -Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
- iv. Toileting -Getting to and from the toilet, transferring on and off the toilet and performing associated personal hygiene.
- v. Eating -Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.
- vi. Bathing -Washing oneself by sponge bath; or in either a tub or a shower, including the task of getting into or out of the tub or shower.

2. Substantial Assistance means hands-on assistance and stand-by assistance. For the purposes of this Policy “stand-by assistance” will be used to determine that substantial assistance by another person is required by you to perform the ADL.

## SECTION 1 DEFINITIONS

- i. “Hands-on Assistance” means the physical assistance of another person without which You would be unable to perform the ADL.
  - ii. “Stand-by Assistance” means the presence of another person within your arm’s reach, to prevent, by physical intervention, injury to you while you perform an ADL (such as being ready to catch you if you fall while getting into or out of the bathtub or shower as part of bathing, or being ready to remove food from your throat if you choke while eating).
- c) “Angioplasty” means the actual undergoing of a percutaneous transluminal angioplasty deemed medically necessary to correct a narrowing or blockage of one or more coronary arteries. A Physician board-certified as a Cardiologist must perform the procedure. Other surgical or non-surgical techniques such as laser relief or any other intra-arterial procedures are excluded.
- d) “Blindness” means the Diagnosis, by a Physician board-certified as an Ophthalmologist, of the permanent and uncorrectable loss of sight in each of your eyes. Your corrected visual acuity must either be worse than 20/200 in both eyes or the field of vision must be less than 20 degrees in both eyes, for a continuous period of at least 30 days.
- e) “Cancer In Situ” means a Diagnosis of cancer wherein the tumor cells still lie within the tissue of origin without having invaded neighboring tissue.  
Cancer In Situ includes:
1. early prostate cancer diagnosed as T1N0M0 or equivalent staging; and
  2. melanoma not invading the dermis.
- Cancer In Situ does NOT include:
1. other skin malignancies;
  2. pre-malignant lesions (such as intraepithelial neoplasia); or
  3. benign tumors or polyps.
- Cancer In Situ must be diagnosed pursuant to a Pathological or Clinical Diagnosis as explained in the Definition section.
- f) “Coma” means the diagnosis, by a Physician board-certified as a Neurologist, that you are in a state of unconsciousness from which you cannot be aroused, in which external stimulation will produce no more than primitive avoidance reflexes, and that this state has persisted continuously for at least 96 hours.
- g) “Coronary Bypass Surgery” means the actual undergoing of coronary artery bypass surgery using either a saphenous vein or internal mammary artery graft for the treatment of coronary heart disease deemed medically necessary to correct a narrowing or blockage of one or more coronary arteries. The procedure must be performed by a Physician board-certified as a Cardiologist. Other surgical or non-surgical techniques such as laser relief or any other intra-arterial procedures are excluded.
- h) “Deafness” means the Diagnosis, by a Physician board-certified as an Otolaryngologist, of the permanent loss of hearing in both ears with an auditory threshold of more than 90 decibels in each ear, for a continuous period of at least 30 days.

## SECTION 1 DEFINITIONS

i) “End-Stage Renal Failure” means the chronic and irreversible failure of both of your kidneys which requires you to undergo periodic and ongoing dialysis. The Diagnosis must be made by a Physician board-certified in Nephrology.

j) “Heart Attack” means an Acute Myocardial Infarction resulting in the death of a portion of the heart muscle (myocardium) due to a blockage of one or more coronary arteries and resulting in the loss of the normal function of the heart. The Diagnosis must be made by a Physician board-certified as a Cardiologist and based on both:

- 1) new clinical presentation and electrocardiographic changes consistent with an evolving heart attack; and
- 2) serial measurement of cardiac biomarkers showing a pattern and to a level consistent with a Diagnosis of Heart Attack.

Established (old) Myocardial Infarction is excluded.

k) “Invasive Cancer” A malignant neoplasm, which is characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue, and which is not specifically hereafter excluded. Leukemias and lymphomas are included. The following are not considered Invasive Cancer:

1. pre-malignant lesions (such as intraepithelial neoplasia); or
2. benign tumors or polyps; or
3. early prostate cancer diagnosed as T1N0M0 or equivalent staging; or
4. Cancer in Situ; or
5. any skin cancer (other than invasive malignant melanoma in the dermis or deeper or skin malignancies that have become metastatic).

Invasive Cancer must be diagnosed pursuant to a Pathological or Clinical Diagnosis as explained in the Other Definition section.

l) “Major Organ Transplant” means the clinical evidence of major organ(s) failure which requires the malfunctioning organ(s) or tissue of yours to be replaced with an organ(s) or tissue from a suitable human donor (excluding you) under generally accepted medical procedures. The organs and tissues covered by this definition are limited to: liver, kidney, lung, entire heart, small intestine, pancreas, or bone marrow. In order for the Major Organ Transplant to be covered under this Policy, You must be registered by the United Network of Organ Sharing (UNOS).

m) “Motor Neuron Disease” means the unequivocal diagnosis, by a Physician board-certified as a Neurologist, of one of the following motor neuron diseases: amyotrophic lateral sclerosis (A.L.S. or Lou Gehrig's Disease), primary lateral sclerosis, progressive spinal muscular atrophy, progressive bulbar palsy, or pseudo bulbar palsy. Coverage is limited to these conditions and all other variations of motor neuron disease are excluded.

## **SECTION 1 DEFINITIONS**

n) “Paralysis” means the complete and permanent loss of use of two or more limbs through neurological injury for a continuous period of at least 180 days, confirmed by a Physician board-certified as a Neurologist.

o) “Severe Burns” means the Diagnosis, by a Physician board-certified as a Plastic Surgeon, that You have sustained third degree burns covering at least 20% of the surface area of Your body.

p) “Stroke” means any acute cerebrovascular accident producing neurological impairment and resulting in paralysis or other measurable objective neurological deficit persisting for at least 96 hours and expected to be permanent. Cerebral symptoms due to migraine, cerebral injury due to trauma or hypoxia, vascular disease affecting the eye or optic nerve, ischemic disorders of the vestibular system, and transient ischemic attack (mini-stroke) are excluded. The Diagnosis must be made by a Physician board-certified as a Neurologist.

1.10 “Date of Diagnosis” means the date the Diagnosis is established by a Physician, who is a board certified specialist where required under this Policy, through the use of clinical and/or laboratory findings as supported by Your medical records. For a procedure, it is the date that you undergo the procedure.

1.11 “Diagnosis” means the definitive establishment of the Critical Illness through the use of clinical and/or laboratory findings. The Diagnosis must be made by a Physician who is a board certified specialist where required under this Policy.

1.12 “Effective Date” means the date coverage takes effect under the Policy. The Effective Date of your coverage will be at 12:01 a.m. at the Insured’s residence on the date coverage takes effect..

1.13 “Enrollment Form” means the written form(s) provided by us that the Insured uses to apply for this Policy, including any amendments and supplemental application(s) thereto, and any application(s) for a Policy change or reinstatement.

1.14 “First Occur(s)/First-Ever Diagnosis or Procedure” means this Occurrence, Diagnosis or Procedure is the first time ever in Your lifetime that you have experienced such covered condition, been diagnosed with that specific condition included as a covered condition, or undergone that specific Procedure included as a covered condition.

1.15 “Immediate Family” means the parents, spouse, children, or siblings of a Covered Person, or any person residing with a Covered Person.

1.16 “Initial Benefit Amount” means the amount of Critical Illness Insurance coverage requested by you, which the Company subsequently approves for you.

1.17 “Insured” means any person who is eligible for insurance under Section 2.

## **SECTION 1 DEFINITIONS**

1.18 “Maximum Benefit Amount” means the eligible total of Benefit Payments for all covered conditions as stated in the Policy, including all components of the Multiple Payment Benefit provision.

1.19 “Occur(s)/Occurrence(s)” means an event or incident that: (1) occurs after the date coverage on you become effective under this Policy; (2) occurs while the Policy is in force; and (3) is not precluded by any specific description or exclusion stated in this Policy.

1.20 “Pathological Diagnosis” means Diagnosis of Invasive Cancer or Cancer In Situ based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of Diagnosis must be done by a Physician who is a board certified pathologist and whose Diagnosis of malignancy conforms to the standards set by the American College of Pathology.

1.21 “Physician” means a person other than you; a family member of yours; a member of the same household; or a business partner or associate of yours, or family member; who is duly licensed and practicing medicine in the United States, and who is legally qualified to diagnose and treat sickness and injuries. The Physician must be providing services within the scope of his or her license issued by the jurisdiction in which such person’s services are rendered. Such jurisdiction must be within the United States of America. The Physician must be a board certified specialist where required under this Policy.

1.22 “Policy” means the written statement of this contract effecting Critical Illness Insurance, including all clauses, riders, endorsements, applications, or other attached papers. This insurance Policy is a binding contract, issued by the Company to the Policyholder, which promises to pay a Benefit Amount to Covered Persons according to certain defined terms and conditions.

1.23 “Policy Effective Date” means the date that this Policy takes effect. The Policy Effective Date is shown in the Policy Schedule.

1.24 “Policyholder” means the Health Care Credit Union Association that holds the Master Policy.

1.25 “Proof” means written evidence satisfactory to the Company that a claimant has satisfied the conditions and requirements for a benefit described in this Policy. Proof must include all of the information required under the terms of this Policy and be timely submitted as described in this Policy. When a claim is made for a benefit described in this Policy, Proof must establish:

- a) the nature and extent of the covered condition;
- b) the Company’s obligation to pay the claim; and
- c) the claimant’s right to receive payment.

Except as provided in the “Physical Examinations, Autopsy” claim provision of this Policy, Proof must be provided at the claimant's expense.

**SECTION 1**  
**DEFINITIONS**

1.26 “Reduced Benefit Period” If the covered condition of Invasive or In Situ Cancer is diagnosed, the Reduced Benefit Period shall be 30 days, beginning on the Policy Effective Date of this Policy. If such covered condition Occurs and is diagnosed during the first 30 days of coverage after the Effective Date, there shall be a Benefit Payment of 10% for Invasive Cancer or 2.5% for Cancer In Situ, and the Category B benefits will terminate.

1.27 “Schedule of Benefits (or Schedule)” means the benefit schedule set forth in the Policy or Certificate.

**SECTION 2**  
**ELIGIBILITY AND EFFECTIVE DATE**

2.01 All persons who are members in good standing of the Association to which this Policy is issued are eligible to be insured under the Policy.

2.02 The insurance on a member will take effect at 12:01 a.m., local time at the member's address on the Certificate Effective Date shown in the Certificate Schedule if:

- (a) an application/enrollment form is completed and received by the Company on or before said Certificate Effective Date; and
- (b) the first premium is received by the Company on or before said Certificate Effective Date.

**SECTION 3  
BENEFITS**

**CRITICAL ILLNESS INSURANCE BENEFIT**

3.01 The Company will, subject to the terms and conditions of this Policy, pay the Benefit Amount of this Policy shown in the Policy Schedule upon the Diagnosis by a Physician that you have a covered condition under this Policy, if such covered condition First Occurred while this Policy was in force.

3.02 The covered conditions listed in the Policy Schedule are the only conditions, diseases or surgeries for which you may receive benefits under the Policy. If a covered condition First Occurs while you are insured under the Policy, and we receive the required Proof of the covered condition, the current benefit amount will be paid, depending on the type of covered condition.

3.03 The Benefit Payment(s) will be paid in a lump-sum to you. Benefits will not exceed the Maximum Benefit Amount. The Policy will terminate upon payment of the Maximum Benefit Amount.

**Category 1**

Heart Attack

Stroke

Major Organ Transplant of the Heart or Combination Transplant Including Heart

Coronary Bypass Surgery

Angioplasty

**Category 2**

Invasive Cancer

Cancer In Situ

**Category 3**

Major Organ Transplant  
(not covered in category 1)

End Stage Renal Failure

Advanced Alzheimer's Disease

Blindness

Deafness

Paralysis

Severe Burns (not covered for dependent children)

Accidental Loss of Speech

Motor Neuron Disease, including ALS, Lou Gehrig's Disease

Coma

## **SECTION 3 BENEFITS**

### **MULTIPLE PAYMENT BENEFIT**

3.04 The Multiple Payment Benefit is a feature of the Policy, which allows for multiple payments from the three categories of covered conditions listed above. The payment of benefits under each category shall not exceed 100% of the Initial Benefit Amount for each category. You can receive a Benefit Payment on a second or third covered condition if that covered condition meets the terms and conditions of the Policy. The total of Benefit Payments can be up to three times the Initial Benefit Amount. After the Initial Benefit Payment under the Policy, you can choose to continue paying Premiums and receive additional Benefit Payments for the categories for which the Insured has not already been paid.

How this Benefit is Calculated:

a) Before Age 65 (or within 5 years after issue, if you are Age 60 or older on Policy Effective Date):

1. The benefit available in a category equals the Initial Benefit Amount less the sum of any payments made to date for covered conditions in that category.
2. The Benefit Payment for a covered condition equals the appropriate percentage of the Initial Benefit Amount for that covered condition but no greater than the benefit remaining for that category.

b) On or After Age 65 (or 5 years after issue, if you are Age 60 or older on Policy Effective Date):

1. The current benefit amount for a category equals 50% of the benefit remaining in that category on the day prior to the Policy anniversary.
2. The benefit available in a category equals the current benefit amount less the sum of any payments made since the Age 65 reduction for covered conditions in that category.
3. The Benefit Payment for a covered condition equals the appropriate percentage of the current benefit amount for that covered condition, but no greater than the benefit remaining for that category.

**SECTION 4**  
**EXCEPTIONS AND LIMITATIONS**

4.01 Unless Your covered condition First Occurs or is diagnosed during the coverage period of the Policy, no Benefit Amount will be payable.

- a) The payment of all benefits under the Policy shall not exceed three (3) times the Initial Benefit Amount stated in the Policy schedule.
- b) The payment of benefits under each category shall not exceed 100% of the Initial Benefit Amount for each category.
- c) There shall be only one Benefit Payment for each covered condition.
- d) There shall be only one Benefit Payment per 180-day period across the three categories. However, the 180-day period does not apply to Benefit Payments within the same category.
- e) If a First-Ever Diagnosis Occurs within the 180-day period after a Benefit Payment, hence not an eligible claim, a subsequent Occurrence and Diagnosis of that covered condition will be considered a “First-Ever Diagnosis” under the Policy.
- f) If more than one covered condition is diagnosed at the same time, the Benefit Payment shall be based on the larger Benefit Amount of those diagnosed. If the Benefit Amounts are the same, there shall be only one Benefit Payment per 180-day period.

4.02 The Company will NOT pay the Benefit Amount for a covered condition if such covered condition is caused by, results from, or occurs during:

- a) intentionally causing self-inflicted injuries;
- b) suicide, or any attempt at suicide, while sane or insane;
- c) serving in the armed forces or any auxiliary unit of the armed forces;
- d) participation in the commission or attempted commission of a felony;
- e) participation in a riot or insurrection;
- f) alcoholism or drug addiction; or
- g) being intoxicated or under the influence of alcohol, drugs, or any narcotic (including overdose) unless administered on the advice of a physician and taken according to the physician’s instructions. The term “intoxicated” refers to that condition as defined by law and decisions of the jurisdiction in which the accident, cause of loss, or loss occurred.

**SECTION 4**  
**EXCEPTIONS AND LIMITATIONS**

- 4.03 The Company will NOT pay the Benefit Amount for a covered condition if:
- a) Such covered condition is not covered under this Policy;
  - b) Such covered condition First Occurred while this Policy was not in force;
  - c) Such covered condition was diagnosed by a person who is not a Physician;
  - d) Such covered condition was diagnosed outside the U.S., unless the Diagnosis is confirmed in the U.S.;
  - e) Such covered condition or surgical procedure was performed outside the U.S., unless on a U.S. military base or facility; or within another U.S. military or government building or facility; or
  - f) Your date of birth, Age or sex was misstated on the Application and at the correct date of birth, Age or sex the Policy would not have become effective or would have terminated.
- 4.04 Any Benefit Amount payment under this Policy is subject to the adjustments provided in the Policy provisions; including, but not limited to, the Time Limit for Certain Defenses, Misstatement of Age or Sex, Binding Arbitration and Grace Period provisions.
- 4.05 If you are Age 60 or older on the Policy Effective Date, the Initial Benefit Amount will be reduced by 50 percent on the fifth anniversary of the Policy Effective Date. In all other cases, the Benefit Amount will be reduced by 50 percent when you reach Age 65. After this reduction occurs, the current benefit amount for a category is 50 percent of the benefit remaining in that category on the day prior to the reduction.

**SECTION 5**  
**TERMINATION OF INSURANCE**

- 5.01 The insurance on you will cease on the earliest of:
- (a) the date the Insured ceases to be a member in good standing of the Association;
  - (b) the date the Insured notifies the Company, in writing, of cancellation;
  - (c) the end of the last period for which premium payment has been made to the Company, subject to the grace period;
  - (d) the date the Policy terminates;
  - (e) the last day of the premium payment period during which you attain age 70; or
  - (f) the date on which the maximum benefit has been paid in all three categories.

5.02 The Company shall have the right to terminate the coverage of any Covered Person who submits a fraudulent claim under the Policy.

5.03 The Policy, and the coverage of a Policyholder under the Policy, may be terminated as described below.

A Policyholder may terminate coverage under the Policy by giving written notice to the Company. Termination will be effective on the latter of:

- (a) the date we receive the notice; or
- (b) the requested termination date.

After the first anniversary date of the Policy, the Company may terminate any or all of the insurance under the Policy, as of any premium due date, by giving written notice to the Policyholder at least 60 days prior to the termination date.

## **SECTION 6 PREMIUMS**

6.01 All premiums are payable on or before the date they are due. Premiums are payable by a mode of payment that has been agreed upon between the Policyholder and the Company.

6.02 The premium rates may be changed by the Company. If the rates are changed, the Company will give at least 45 days advance written notice. If an increase takes place on other than a premium due date, they will be due on the date of the increase to the next premium due date. If such premium is not paid when due, the coverage will automatically be discontinued as of the date the pro rata premium was due. Any partial payment of premium will be refunded.

6.03 If a change in benefits increases the Company's liability, premium rates may be changed on the date that the liability is increased.

## **SECTION 7 CLAIM PROVISIONS**

7.01 Notice of Claim: Written notice of claim must be given within 60 days after the covered condition is First Diagnosed or as soon as reasonably possible, but in no case later than one year after the covered condition is First Diagnosed. The notice must be given to the Company at Our Home Office.

The Notice of Claim should include your name, the Policy number, the covered condition, if any, and an address to which the claim form should be sent. Subject to Section 7.02, no claim for loss incurred that starts two years from the date coverage begins will be reduced or denied unless excluded by name or specific description before the date of loss.

7.02 Claim Forms: Claim forms should be used for filing proof of loss. They will be sent to the claimant within 15 days of receipt of notice of claim. If claim forms are not supplied within 15 days, a claimant can give proof as follows:

- (a) in writing;
- (b) setting forth the nature and extent of the loss; and
- (c) within the time stated in the Proof of Loss provision.

7.03 Proof of Claim: Written Proof of claim, satisfactory to the Company, must be given to us within 90 days after the Occurrence of any covered condition under this Policy. Such Proof of claim must include the Physician's Diagnosis, including documentation supported by clinical, radiological, histological and laboratory evidence. If it was not reasonably possible to give written Proof in the time required, we will not reduce or deny the claim for this reason if the Proof is filed as soon as reasonably possible. Unless the owner was legally incapable, this Proof must be given within one year from the date the covered condition Occurred.

7.04 Time of Payment of Claim: After the Company receives written Proof of Claim satisfactory to us, and subject to the terms and conditions of this Policy, we will pay the current benefit amount then due under this Policy.

7.05 Payment of Claim: The Benefit Payment will be paid in a lump-sum to you. Any Benefit Payment unpaid at your death will be paid to Your Estate.

7.06 Physical Examinations and Autopsy: The Company has the right to have a Covered Person examined by a Physician of its choice as often as reasonably necessary while a claim is pending. The Company will pay for such examination. In case of death, the Company may request an autopsy where it is not forbidden by law.

## SECTION 8 GENERAL PROVISIONS

8.01 Entire Contract – Changes: The entire contract shall include:

- (a) the Policy;
- (b) the application of the Policyholder;
- (c) your enrollment form, if any, attached to the Certificate; and
- (d) all endorsements and amendments.

Statements made by the Policyholder or you are representations and not warranties, if fraud was not intended. (The words “if fraud was not intended” do not apply in Georgia or North Carolina.) No such statements will be used to avoid the insurance, reduce benefits, or defend a claim under the Policy unless:

- (a) the statement is in writing; and
- (b) a copy of that statement is given to you or your beneficiary.

The terms of the Policy can be changed only by endorsement or amendment signed by the President or Secretary of the Company. No agent may change the Policy or waive its provisions.

8.02 Time Limit on Certain Defenses: The validity of the Policy cannot be contested after two years from its date of issue, except for nonpayment of premiums. After coverage for a Covered Person has been in force for two years, the Company cannot:

- (a) void the coverage; or
- (b) deny a claim for loss that starts after the two-year period, because of statements in the application unless they were fraudulent misstatements.

Nothing herein should be construed to prevent the Company from denying any claim on the basis that an individual was not eligible for coverage.

8.03 Grace Period: A grace period of 31 days will be allowed for each premium payment after the first premium. Coverage will stay in force during this time. The coverage under the Policy will terminate at the end of the grace period if the premium has not been paid. The Policyholder must still pay all unpaid premium due for the grace period.

The Policyholder may, by writing to the Company, cancel the coverage under the Policy:

- (a) on any future premium due date; or
- (b) on any date during the grace period.

If coverage is cancelled on a premium due date, the grace period will not apply. If cancellation is during the grace period, the Policyholder will be liable for any unpaid premium including the pro rata premium for that part of the grace period coverage was in force.

## SECTION 8 GENERAL PROVISIONS

- 8.04 Legal Actions: No legal action may be brought to recover under the Policy:
- (a) within 60 days after written proof of loss has been furnished as required; or
  - (b) more than three years (five years in Kansas, six years in South Carolina and the applicable statute of limitations in Florida) from the time written proof of loss is required to be furnished.
- 8.05 Conformity with State Statutes: A provision of the Policy that, on the Effective Date, conflicts with a law of the state of issue is hereby changed to meet the minimum standards of that law as of the Effective Date.
- 8.06 Misstatement of Age or Sex: If the date of birth, Age or sex of any Covered Person has been misstated, the Initial Benefit Amount of this Policy will be of an amount that the Premium paid would have purchased at the correct date of birth, Age or sex.
- 8.07 New Insureds: To the group or class originally insured, there will be added from time to time all persons eligible and applying for insurance in such group or class.
- 8.08 Certificates: The Company will supply individual Certificates to you. This Certificate will describe:
- (a) the insurance benefits;
  - (b) to whom benefits will be paid;
  - (c) any limitations of the Policy; and
  - (d) all other essential features of the Policy.

If more than one Certificate is issued under the Policy to you, only the last one issued will be in effect.

8.09 Allocation of Authority: Except for those functions which the Policy specifically reserves to the Policyholder, Companion Life has full and exclusive authority to control and manage this Policy, to administer claims and to interpret this Policy and resolve all questions arising in the administration, interpretation and application of this Policy.

- 8.10 Companion Life's authority includes, but is not limited to:
- (a) The right to resolve all matters when a review has been requested;
  - (b) The right to establish and enforce rules and procedures for the administration of the group policy and any claim under it; and
  - (c) The right to determine:
    - (1) eligibility for insurance;
    - (2) entitlement to benefits;
    - (3) the amount of benefits payable; and
    - (4) the sufficiency and the amount of information Companion Life may reasonably require to determine A, B, or C above.

Subject to the review procedures of the group policy, any decision Companion Life makes in the exercise of this authority is conclusive.

**APPLICATION**  
**to**  
**COMPANION LIFE INSURANCE COMPANY**  
**P.O. Box 100102**  
**Columbia, South Carolina 29202-3102**

Group Policy: [C1-XXX01]

Policyholder: [ABC Association]

Address:

The Policyholder hereby applies to Companion Life Insurance Company for the insurance provided by the Group Policy and approves and accepts the Group Policy with the signature shown below. The Group Policy takes effect on the date specified on the face page of the Group Policy.

Dated at: \_\_\_\_\_

On: \_\_\_\_\_

**Signed for the Policyholder**

By: \_\_\_\_\_  
(Signature and Title)

Agent: \_\_\_\_\_  
(Must be a Resident Licensed Agent where required by law)



COMPANION LIFE INSURANCE COMPANY
INDIVIDUAL APPLICATION FOR CRITICAL ILLNESS INSURANCE

DO NOT LEAVE ANY BLANKS

INSURED INFORMATION

Insured \_\_\_\_\_ Social Security Number \_\_\_\_\_

Home Address \_\_\_\_\_
Street City, State Zip Home Telephone

Sex
• Male
• Female
Height \_\_\_\_\_ Weight \_\_\_\_\_ Date of Birth \_\_\_\_\_
MM/DD/YYYY

Amount of Insurance [\$2,000-\$50,000]

SMOKING INFORMATION

Has the Proposed Insured used any tobacco or nicotine product during the past 12 months? • Yes • No

PLAN INFORMATION

Check the plan for which you are applying:

- \_\_\_\_\_ [Enhanced Basic Product]
\_\_\_\_\_ [Deluxe I Product]
\_\_\_\_\_ [Deluxe II Product]

HEALTH INFORMATION

Check yes or no for each of these questions and give details for any "yes" answers. Attach a separate sheet if more space is required.

For Insureds up to [\$2,000-\$50,000]:

- 1. Have 2 or more family members (natural parents, brothers or sisters) been diagnosed with or died from the same condition: both before age 60 of cancer, heart disease, diabetes, stroke or kidney disease, or both before age 75 of colorectal cancer, Alzheimer's or Senile Dementia? Yes No
• •
2. Has the proposed insured ever been diagnosed or treated for any of the following: Heart Attack, Stroke, Cancer (excluding non-invasive, non-melanoma Skin Cancer), End-Stage Renal Disease, Liver Cirrhosis, Angioplasty, Coronary Artery Bypass, Transient Ischemic Attack, Uncorrectable Blindness, Uncorrectable Deafness, Organ or Bone Marrow Transplant, Alzheimer's or Senile Dementia, HIV, AIDS, or AIDS-Related Complex (ARC)? • •

**For all Insureds above [\$2,000-\$50,000], also answer the following:**

- |   | Yes | No |
|---|-----|----|
| 3. Has the proposed insured ever been diagnosed or treated for any of the following: Multiple Sclerosis, Hepatitis B or C (including Carrier), Diabetes (other than during pregnancy), Alcoholism, Drug or Substance Abuse?           | •   | •  |
| 4. In the last five (5) years, has the proposed insured been diagnosed with or treated for any of the following:  |     |    |
| a. Any Heart Disease (including Angina) except mitral valve prolapse that does not require medication or treatment and innocent heart murmurs.  | •   | •  |
| b. Any Lung Disease except asthma that has never required hospitalization and non-chronic bronchitis.   | •   | •  |
| c. Any disease of the Nervous System except non-chronic shingles.   | •   | •  |
| d. Any Liver Disease, Colitis, or Crohn’s Disease except irritable bowel disease and mucus colitis.   | •   | •  |
| e. Any Kidney Disease except non-chronic kidney stones or infections.   | •   | •  |
| f. Any Eye or Ear Disorder except correctable sight and hearing loss, and non-chronic conjunctivitis.   | •   | •  |
| g. High Blood Pressure, High Cholesterol, or Hyperlipidemia except if all of the conditions present have been controlled for at least 1 year by using only one medication.  | •   | •  |
| h. Any Precancerous Lesions/Tumors.   | •   | •  |
| i. Any Skin Cancer.   | •   | •  |
| j. Any Sexually Transmitted Disease or Recurrent Human Papillomavirus (HPV).  | •   | •  |
| k. Inability to perform any of the following activities independently:<br>1) dressing, 2) bathing, 3) feeding, 4) toileting or continence,<br>5) transferring in or out of a chair or bed.  | •   | •  |
| 5. In the past two (2) years, has the proposed insured been informed by a member of the medical profession of any abnormal test results or been advised to have any diagnostic tests or procedures which have not yet been completed? | •   | •  |

Please explain in detail any “Yes” answers to questions 1 through 3 above:

---



---



---

**INSURED AUTHORIZATION**

I have read any Fraud notice applicable to my state of residence on the reverse side of this application.

**MIB Pre-Notice and Authorization**

Information regarding your insurability will be treated as confidential. Companion Life Insurance Company or its reinsurers may, however, make a brief report thereon to the MIB, Inc., formerly known as Medical Information Bureau, a not-for-profit membership organization of insurance companies, which operates an information exchange on behalf of its members. If you apply to another MIB member company for life or health insurance coverage, or a claim for benefits is submitted to such a company, MIB, upon request, will supply such company with the information about you in its file.

Upon receipt of a request from you, MIB will arrange disclosure of any information in your file. Please contact MIB at 866-692-6901 (TTY 866-346-3642). If you question the accuracy of the information in MIB’s file, you may contact MIB and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act. The address of MIB’s information office is 50 Braintree Hill Park, Suite 400, Braintree, Massachusetts 02184-8734.

Companion Life Insurance Company, or its reinsurers, may also release information from its file to other insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted.

I hereby authorize any licensed physician, medical practitioner, hospital, clinic or other medical or medically related facility, insurance company, MIB, Inc., formerly Medical Information Bureau, or other organization, institution or person, that has any records or knowledge of me or my health, to give to the Companion Life Insurance Company, or its reinsurers, any such information. A photographic copy of this authorization shall be as valid as the original.

\_\_\_\_\_  
Insured Signature

\_\_\_\_\_  
Date

**FRAUD WARNING NOTICES: (If the Applicant lives in a state where one of the fraud warning notices apply, please review the notice that applies to your state.)**

|                             |   |
|-----------------------------|---|
| Arkansas/Louisiana          | Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.  |
| Colorado                    | It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a certificate holder or claimant for the purpose of defrauding or attempting to defraud the policy or certificate holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department regulatory agencies. |
| DC                          | It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.  |
| Florida                     | Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.   |
| Kentucky/Ohio               | I understand that any person who, with intent to defraud, or knowing that he or she is facilitating a fraud against an insurer, submits an application containing a false or deceptive statement is guilty of insurance fraud.  |
| Maine                       | It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefit.  |
| New Jersey                  | Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.   |
| New Mexico/<br>Pennsylvania | Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.   |
| Tennessee                   | It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.]  |

SERFF Tracking Number: CMLX-G126826700 State: Arkansas  
 Filing Company: Companion Life Insurance Company State Tracking Number: 46865  
 Company Tracking Number: GCIAR0008801F01  
 TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness  
 Limited Benefit  
 Product Name: CIAS01GR09  
 Project Name/Number: CIAS01GR09/GCIAR0008801F01

## Supporting Document Schedules

|  | Item Status:    | Status Date: |
|--|-----------------|--------------|
| <b>Satisfied - Item:</b> Flesch Certification            | Approved-Closed | 10/08/2010   |
| <b>Comments:</b>   |                 |              |
| <b>Attachment:</b><br>AR - READABILITY CERTIFICATION.PDF |                 |              |

|   | Item Status:    | Status Date: |
|---|-----------------|--------------|
| <b>Bypassed - Item:</b> Application   | Approved-Closed | 10/08/2010   |
| <b>Bypass Reason:</b> Application is being submitted for approval at this time. |                 |              |
| <b>Comments:</b>  |                 |              |

|   | Item Status:    | Status Date: |
|---|-----------------|--------------|
| <b>Satisfied - Item:</b> List of Variables  | Approved-Closed | 10/08/2010   |
| <b>Comments:</b>                            |                 |              |
| <b>Attachment:</b><br>List of Variables.PDF |                 |              |

|  | Item Status:    | Status Date: |
|--|-----------------|--------------|
| <b>Satisfied - Item:</b> Association Questionnaire             | Approved-Closed | 10/08/2010   |
| <b>Comments:</b>   |                 |              |
| <b>Attachment:</b><br>AmeriBenefit Plan Filing Information.PDF |                 |              |

|  | Item Status:    | Status Date: |
|--|-----------------|--------------|
| <b>Satisfied - Item:</b> Articles of Incorporation | Approved-Closed | 10/08/2010   |
| <b>Comments:</b>                                   |                 |              |

SERFF Tracking Number: CMLX-G126826700 State: Arkansas  
Filing Company: Companion Life Insurance Company State Tracking Number: 46865  
Company Tracking Number: GCIAR0008801F01  
TOI: H07G Group Health - Specified Disease - Sub-TOI: H07G.001 Critical Illness  
Limited Benefit  
Product Name: CIAS01GR09  
Project Name/Number: CIAS01GR09/GCIAR0008801F01

**Attachment:**

ABP Articles of Incorporation 12 1 09.PDF

|                                  | <b>Item Status:</b> | <b>Status</b>           |
|----------------------------------|---------------------|-------------------------|
| <b>Satisfied - Item:</b> By-Laws | Approved-Closed     | <b>Date:</b> 10/08/2010 |
| <b>Comments:</b>                 |                     |                         |
| <b>Attachment:</b>               |                     |                         |
| By-Laws updated.PDF              |                     |                         |

**STATE OF ARKANSAS**  
**READABILITY CERTIFICATION**

**COMPANY NAME:** Companion Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

| <b>Form Number</b> | <b>Score</b> |
|--------------------|--------------|
| CIEGC-AS-4060      | 45.9         |
| CIER AS APP 9000   | 42.9         |
| CIEN AS APP 9000   | 40.5         |
|                    |              |
|                    |              |

Signed:   
Name: Karl Kemmerlin  
Title: Vice President and CFO  
Date: September 22, 2010

**LIST OF VARIABLES / FORMS CIEGP-AS-4050-FL AND CIEGC-AS-4060**

| <b>Page No.</b>          | <b>Section</b>    | <b>Provision</b>          | <b>Description of Variables</b>  |
|--------------------------|-------------------|---------------------------|--|
| Face Page                | Introduction      | Case-specific information | Policyholder; Policy Number; Effective Date; Issue Date; Policy Anniversary Date - will vary by case.  |
| 3                        | Declarations Page | Case-specific information | Will vary by case – association decision.  |
| 3                        | Declarations Page | Premium Payment Mode      | May be monthly or annual.  |
| 3                        | Declarations Page | Premium Class             | May be Male Non-Smoker, Male Smoker, Female Non-Smoker, or Female Smoker   |
| CIEN AS<br>AP 9000<br>KY | Plan Information  |                           | There are three plans; i.e., Enhanced Basic Product, Deluxe I Product, Deluxe II Product. Only the plans elected by the association will be included on the application. |

## **AmeriBenefit Plan**

**1. Name and address of the association.**

AmerBenefit Plan, 16476 Wild Horse Creek Road, Chesterfield, MO 63017

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

Yes, Missouri

**3. Is there a current office in Arkansas?**

No current office in AR

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

No

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

\$9.95/19.95 per member per month

**6. What are the specific activities of the association?**

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

**7. What benefits are provided to the members in addition to insurance? ATTACH BROCHURES ON THE ASSOCIATION WHICH OUTLINES THE ADDITIONAL BENEFITS.**

See attached member's guides.

**8. What qualifies an individual for membership?**

An individual interested in the benefits and services must apply for membership and be approved by the Board of Directors.

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

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

**10. Attach a copy of the association's Articles of Incorporation and By Laws.**

Articles of Incorporation and By Laws are attached.

**11. Enclose a list of dues paying members residing in Arkansas with full addresses. If the association considers this privileged information, we will treat it as such and once it has served our purpose, it will be destroyed.**

26 members – see attached list

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

See attached.

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

No

# STATE OF MISSOURI



**Matt Blunt**  
**Secretary of State**  
CERTIFICATE OF AMENDMENT  
OF A  
MISSOURI NONPROFIT CORPORATION

WHEREAS,

*AmeriBenefit Plan*  
*N00051460*

Formerly,

*HEALTH AWARENESS ASSOCIATION*

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

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 24th day of June, 2003.

  
Secretary of State





Corporations Division  
P.O. Box 778, Jefferson City, MO 65102

File Number: 200317821105  
Date Filed: 06/24/2003 10:34 AM  
Matt Blunt  
Secretary of State  
James C. Kirkpatrick State Information Center  
600 W. Main Street, Rm 322, Jefferson City, MO 65101

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

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

- (1) The name of corporation is: Health Awareness Association
- (2) The amendment was adopted on 6-9-03 and changed article(s) 1 and 5 to state as follows:  
month/day/year

Article number One (1) is amended to read as follows: The name of the Corporation is: AmeriBenefit Plan

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

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

- A. Number of memberships outstanding: \_\_\_\_\_
- B. Complete either i or ii:

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

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

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

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

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



T0317716521

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

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

In affirmation of the facts stated above:

Tom Wright, Jr. President 6/13/03  
 (Authorized signature of officer or chairman of the board) (Printed Name) (Title) (Date)

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

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

N A C, INC.  
1819 CLARKSON ROAD, SUITE 301  
CHESTERFIELD, MO 63017  
PHONE # 636-530-7700  
FAX # 636-530-7777

FACSIMILE TRANSMISSION

DATE: 6/30/04

# OF PAGES: 6

TO: Marnie Hoffman Team #2

FROM: Rachel

RE: Name Change - FYI

COMMENTS: Heath Awareness Association  
Changed to AmeriBenefit Plan.

# FAXED TO: 314-863-1578

# STATE OF MISSOURI



**Rebecca McDowell Cook**  
**Secretary of State**

CORPORATION DIVISION  
CERTIFICATE OF AMENDMENT  
OF A  
MISSOURI NONPROFIT CORPORATION

WHEREAS,

HEALTH AWARENESS ASSOCIATION

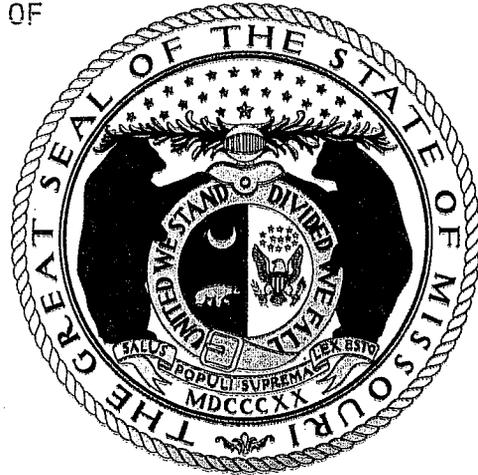
FORMERLY,

HEALTH AWARENESS LEAGUE

A CORPORATION ORGANIZED UNDER THE MISSOURI NONPROFIT CORPORATION LAW HAS DELIVERED TO ME DUPLICATE ORIGINALS OF ARTICLES OF AMENDMENT OF ITS ARTICLES OF INCORPORATION AND HAS IN ALL RESPECTS COMPLIED WITH REQUIREMENTS OF LAW GOVERNING THE AMENDMENT OF ARTICLES OF INCORPORATION UNDER THE MISSOURI NONPROFIT CORPORATION LAW, AND THAT THE ARTICLES OF INCORPORATION OF SAID CORPORATION ARE AMENDED IN ACCORDANCE THEREWITH.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 10TH DAY OF OCTOBER, 1997.

*Rebecca McDowell Cook*  
Secretary of State



\$10.00

# State of Missouri

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

Corporation Division

FILED AND CERTIFICATE  
ISSUED

OCT 10 1997



*Rebecca McDowell Cook*  
SECRETARY OF STATE

## Articles of Amendment to the Articles of Incorporation of a General Not For Profit Corporation

(To be submitted in duplicate with a filing fee of \$10)

The undersigned corporation, for the purpose of amending its Articles of Incorporation and pursuant to the provisions of the "General Not For Profit Corporation Law" of the State of Missouri, hereby executes the following Articles of Amendment:

1. The name of the corporation is HEALTH AWARENESS LEAGUE
2. There are NO members, having voting rights with respect to amendments;  
(Insert "no" or "some")

*(Strike paragraphs (a), (b) or (c) when not applicable)*

3. ~~(a) At a meeting of members at which a quorum was present held on \_\_\_\_\_ 19\_\_\_\_, the following amendments were adopted:~~  
~~(b) By a written consent of \_\_\_\_\_ (2/3) of the members of the corporation present or represented by proxy at such meeting, the following amendments were adopted:~~

~~(c) At a meeting of directors (members having no voting rights with respect to amendments) held on \_\_\_\_\_ 19\_\_\_\_, the following amendments were adopted:~~

(c) At a meeting of directors (members having no voting rights with respect to amendments) held on 10/06, 19 97, same receiving the votes of a majority of the directors then in office, the following amendment or amendments were adopted;

4. Article number One (1) is amended to read as follows:

The name of the corporation is:  
HEALTH AWARENESS ASSOCIATION

# STATE OF MISSOURI



**Richard A. Hanson**  
DEPUTY  
SECRETARY OF STATE

CORPORATION DIVISION  
CERTIFICATE OF INCORPORATION  
GENERAL NOT FOR PROFIT

WHEREAS, DUPLICATE ORIGINALS OF ARTICLES OF INCORPORATION OF  
HEALTH AWARENESS LEAGUE

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

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

IN TESTIMONY WHEREOF, I HAVE SET MY  
HAND AND IMPRINTED THE GREAT SEAL OF  
THE STATE OF MISSOURI, ON THIS, THE  
30TH DAY OF DECEMBER, 1994.



*Richard A. Hanson*  
Deputy Secretary of State

\$15.00



# State of Missouri

Judith K. Moriarty, Secretary of State  
P.O. Box 778, Jefferson City, Mo. 65102

Corporation Division

## Articles of Incorporation of a FILE AND CERTIFICATE OF INCORPORATION ISSUED General Not For Profit Corporation

Filing Fee \$10.00

DEC 30 1994

We the undersigned, (Not less than three)

*Rebecca M. X*  
Secretary of State

| Type or Print Name     | Number | Street        | City         | State | Zip   |
|------------------------|--------|---------------|--------------|-------|-------|
| DALE TURVEY            | 16601  | KEHRSGROVE DR | CHESTERFIELD | MO    | 63005 |
| WILLIAM A. WARMAAN, JR | 32     | GREEN #4 DR   | ST CHARLES   | MO    | 63303 |
| GARY JOHNSTON          | 4506   | MEADOWFORD DR | ST LOUIS     | MO    | 63129 |

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

- The name of the corporation is HEALTH AWARENESS LEAGUE
- The period of duration of the corporation is PERPETUAL  
(Please state "perpetual" or a definite number of years)
- The address of its initial Registered Office in the State of Missouri is 1819 CLARKSON RD, STE 301  
CHESTERFIELD 63017  
(City) (Zip)
- and the name of its initial Registered Agent at said address is KAREN BOEKER
- The first Board of Directors shall be THREE (3) in number, their names and addresses being as follows:  
(At least three required)

| Type or Print Name    | Number | Street        | City          | State | Zip   |
|-----------------------|--------|---------------|---------------|-------|-------|
| GARY JOHNSTON         | 4506   | MEADOWFORD DR | ST LOUIS      | MO    | 63129 |
| WILLIAM A WARMAAN, JR | 32     | GREEN #4 DR   | ST CHARLES    | MO    | 63303 |
| KAREN BOEKER          | 13     | BORDEAUX PL   | LAKE ST LOUIS | MO    | 63367 |

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

"SEE EXHIBIT A ATTACHED"

EXHIBIT "A"

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

To create an awareness of the fundamentals of health and physical fitness through support groups and seminars; to research and evaluate new and existing health programs; to collect and disseminate health, financial, educational, and other information of value to its members; to facilitate the cooperation of its members to their mutual advantage in obtaining information, advice and services relating to healthcare; as well as any activity permitted under the Missouri Not-For-Profit Corporation Act.

FILE AND CERTIFICATE OF  
INCORPORATION ISSUED

DEC 30 1994

*Rebecca McDaniel Clark*  
SECRETARY OF STATE

BY-LAWS  
OF  
"AMERIBENEFIT PLAN"

ARTICLE I  
PURPOSES

The purpose or purposes of "AmeriBenefit Plan" ("association") shall be:

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

ARTICLE II  
OFFICES

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

ARTICLE III  
MEMBERS

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

1. Individual membership: The individual is entitled to participate in all benefit programs offered by the Association.
2. Family membership: The member and his spouse are entitled to participate in all benefit programs offered by the Association.
3. Corporate membership: The corporation is the member and all of its employees are entitled to partnership in all benefit programs offered by the Association.

Section 2. Voting Rights. Each member of classes 1, 2, and 3 shall be entitled to one vote on each matter submitted to a vote of the members by the Board of Directors. Voting may be in person or by proxy; provided that no proxy may be used for voting purposes unless the original of

the proxy is filed with the Secretary of the Association at least seven (7) days before the meeting at which it is to be used.

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

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

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

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

#### ARTICLE IV MEETINGS OF MEMBERS

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE V BOARD OF DIRECTORS

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VI OFFICERS

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

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

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

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

Section 5.     President. The President of the Association shall be the principal executive officer of the Association. He shall supervise and conduct the affairs of the Association in such manner as will best accomplish the purposes set forth in the Articles of Incorporation of the

Association. He shall preside at all meetings of the Association members and the Board of Directors. He shall countersign all checks together with the Treasurer.

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

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

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

## ARTICLE VII COMMITTEES

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE IX CERTIFICATES OF MEMBERSHIP

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

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

## ARTICLE X BOOKS AND RECORDS

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

ARTICLE XI  
DUES AND INITIATION FEE

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

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

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

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

ARTICLE XII  
FISCAL YEAR

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

ARTICLE XIII  
SEAL

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

ARTICLE XIV  
WAIVER OF NOTICE

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

ARTICLE XV  
AMENDMENT OF BY-LAWS

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

ARTICLE XVI  
INDEMNIFICATION

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

ARTICLE XVII  
DISSOLUTION

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

Bylaws adopted and approved this 24 day of June, 2003.



---

Tom Wright, Jr., Chairman