

SERFF Tracking Number: CAIC-126895667 State: Arkansas  
 Filing Company: Continental American Insurance Company State Tracking Number: 47255  
 Company Tracking Number: 8024  
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
 Product Name: CDAOA Acc Advantage AR  
 Project Name/Number: CDAOA Acc Advantage AR/8024

## Filing at a Glance

Company: Continental American Insurance Company

Product Name: CDAOA Acc Advantage AR SERFF Tr Num: CAIC-126895667 State: Arkansas  
 TOI: H02G Group Health - Accident Only SERFF Status: Closed-Approved- State Tr Num: 47255  
 Closed

Sub-TOI: H02G.000 Health - Accident Only Co Tr Num: 8024 State Status: Approved-Closed  
 Filing Type: Form Reviewer(s): Rosalind Minor  
 Authors: Betty Rakes, Cindy Lama, Disposition Date: 11/22/2010  
 Mary Anne Smith  
 Date Submitted: 11/08/2010 Disposition Status: Approved-Closed  
 Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

## General Information

Project Name: CDAOA Acc Advantage AR  
 Project Number: 8024  
 Requested Filing Mode: Combination

Status of Filing in Domicile: Authorized  
 Date Approved in Domicile: 03/20/2007  
 Domicile Status Comments: Consumers Direct Association of America (CDAOA) is domiciled out of Texas.

Explanation for Combination/Other: We are submitting the bylaws, articles of incorporation, and group certificate, riders and application for your review and approval. The master policy and master application are being filed for informational purposes.

Market Type: Group

Submission Type: New Submission  
 Overall Rate Impact:  
 Filing Status Changed: 11/22/2010

Group Market Size: Large  
 Group Market Type: Association  
 Explanation for Other Group Market Type:  
 State Status Changed: 11/22/2010  
 Created By: Cindy Lama  
 Corresponding Filing Tracking Number: 8024

Deemer Date:  
 Submitted By: Cindy Lama  
 Filing Description:  
 Please see Cover Letter under Supporting Docs tab.  
 Consumers Direct Association of America (CDAOA)  
 Enclosed: Bylaws and Articles of Incorporation



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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	11/22/2010	11/22/2010

### 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	11/18/2010	11/18/2010	Cindy Lama	11/19/2010	11/19/2010
Pending Industry Response	Rosalind Minor	11/17/2010	11/17/2010	Cindy Lama	11/17/2010	11/17/2010

*SERFF Tracking Number:* CAIC-126895667      *State:* Arkansas  
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## **Disposition**

Disposition Date: 11/22/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification	Approved-Closed	Yes
<b>Supporting Document</b>	Application	Approved-Closed	Yes
<b>Supporting Document</b>	Cover Letter	Approved-Closed	Yes
<b>Supporting Document</b>	CDAOA Articles of Incorporation	Approved-Closed	Yes
<b>Supporting Document</b>	CDAOA Bylaws	Approved-Closed	Yes
<b>Supporting Document</b>	AR Association Checklist	Approved-Closed	Yes
<b>Supporting Document</b>	Response Letter 11-17-2010	Approved-Closed	Yes
<b>Supporting Document</b>	Response Letter 11-19-2010	Approved-Closed	Yes
<b>Form</b>	Association Group Master Policy	Approved-Closed	Yes
<b>Form</b>	Group Certificate	Approved-Closed	Yes
<b>Form (revised)</b>	Dependent Accident Rider	Approved-Closed	Yes
<b>Form</b>	Dependent Accident Rider	Replaced	Yes
<b>Form (revised)</b>	Children Definition Rider	Approved-Closed	Yes
<b>Form</b>	Children Definition Rider	Replaced	Yes
<b>Form</b>	Continuation Privilege Rider	Approved-Closed	Yes
<b>Form</b>	Association Master Application	Approved-Closed	Yes
<b>Form</b>	Enrollment Application	Approved-Closed	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 11/18/2010

Submitted Date 11/18/2010

Respond By Date

Dear Cindy Lama,

This will acknowledge receipt of the captioned filing.

Objection 1

- Dependent Accident Rider, ACA7700-DAR-TX (Form)

Comment: This form also needs to be revised for ACA 23-79-137.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

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## Response Letter

Response Letter Status Submitted to State  
 Response Letter Date 11/19/2010  
 Submitted Date 11/19/2010

Dear Rosalind Minor,

### Comments:

Per objection letter 11/18/10:

### Response 1

Comments: Please see attached response letter & revisions.

### Related Objection 1

Applies To:

- Dependent Accident Rider, ACA7700-DAR-TX (Form)

Comment:

This form also needs to be revised for ACA 23-79-137.

### Changed Items:

#### Supporting Document Schedule Item Changes

Satisfied -Name: Response Letter 11-19-2010

Comment:

#### Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Dependent Accident Rider	ACA7700-DAR-TX AR		Certificate Amendment, Insert Page, Endorsement or Rider	Initial		42.000	3 ACA7700-DAR-TX AR DR.pdf
<b>Previous Version</b> Dependent Accident Rider	ACA7700-DAR-TX		Certificate Amendment, Insert Page, Endorsement or Rider	Initial		42.000	3 ACA7700-DAR-TX

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DR.pdf

No Rate/Rule Schedule items changed.

Thank you.

Sincerely,  
Betty Rakes, Cindy Lama, Mary Anne Smith

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## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 11/17/2010

Submitted Date 11/17/2010

Respond By Date

Dear Cindy Lama,

This will acknowledge receipt of the captioned filing.

Objection 1

- Dependent Accident Rider, ACA7700-DAR-TX (Form)
- Children Definition Rider, CAI0040ATX (Form)

Comment:

Coverage must be provided for all minors for whom the insured has filed a petition to adopt. Your attention is called to the 60-day period outlined in the law. Refer to ACA 23-79-137.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

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## Response Letter

Response Letter Status Submitted to State  
 Response Letter Date 11/17/2010  
 Submitted Date 11/17/2010

Dear Rosalind Minor,

### Comments:

Per objection letter 11/17/2010:

### Response 1

Comments: Please see the attached response letter & revisions.

### Related Objection 1

Applies To:

- Dependent Accident Rider, ACA7700-DAR-TX (Form)
- Children Definition Rider, CAI0040ATX (Form)

Comment:

Coverage must be provided for all minors for whom the insured has filed a petition to adopt. Your attention is called to the 60-day period outlined in the law. Refer to ACA 23-79-137.

### Changed Items:

#### Supporting Document Schedule Item Changes

Satisfied -Name: Response Letter 11-17-2010

Comment:

#### Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Children Definition Rider	CAI0040A AR		Certificate Amendment, Insert Page, Endorsement or Rider	Initial		47.000	CAI0040A AR DR 26.pdf

### Previous Version

<i>SERFF Tracking Number:</i>	CAIC-126895667	<i>State:</i>	Arkansas
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<i>Company Tracking Number:</i>	8024		
<i>TOI:</i>	H02G Group Health - Accident Only	<i>Sub-TOI:</i>	H02G.000 Health - Accident Only
<i>Product Name:</i>	CDAOA Acc Advantage AR		
<i>Project Name/Number:</i>	CDAOA Acc Advantage AR/8024		
<i>Children Definition</i>	CAI0040A	<i>Certificate Amendment, Initial</i>	47.000 3
<i>Rider</i>	TX	<i>Insert Page, Endorsement or Rider</i>	CAI0040A TX DR 26.pdf

No Rate/Rule Schedule items changed.

Thank you.

Sincerely,

Betty Rakes, Cindy Lama, Mary Anne Smith

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## Form Schedule

### Lead Form Number: ACA7700-MP-TX (6915)

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 11/22/2010	ACA7700-MP-TX (6915)	Policy/Cont ract/Fratern al Certificate	Association Group Master Policy	Other	Other Explanation: Info Only	46.000	1 ACA7700-MP-TX (6915) MP.pdf
Approved-Closed 11/22/2010	ACA7700-CI-TX	Certificate	Group Certificate	Initial		44.000	2 ACA7700-CI-TX Cert.pdf
Approved-Closed 11/22/2010	ACA7700-DAR-TX AR	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Dependent Accident Rider	Initial		42.000	3 ACA7700-DAR-TX AR DR.pdf
Approved-Closed 11/22/2010	CAI0040AAR	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Children Definition Rider	Initial		47.000	CAI0040AAR DR 26.pdf
Approved-Closed 11/22/2010	CAI-PR-09TX Assoc	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Continuation Privilege Rider	Initial		40.000	6 CAI-PR-09TX Assoc PR.pdf
Approved-Closed 11/22/2010	CA7500-MA	Application/ Enrollment Form	Association Master Application	Other	Other Explanation: Info Only		CA7500-MA.pdf
Approved-Closed 11/22/2010	CA-2006-ACC	Application/ Enrollment Form	Enrollment Application	Initial			CAIC06AppA CC AFLAC rev.pdf



## CONTINENTAL AMERICAN INSURANCE COMPANY

2801 Devine Street, Columbia, South Carolina 29205  
800-433-3036

Based on the application for this Group Accidental Injury Insurance Policy (herein called the Plan) made by

**CONSUMERS DIRECT ASSOCIATION OF AMERICA**  
(herein called the Policyholder)

and based on the payment of the premium when due, Continental American agrees to pay the benefits provided on the following pages.

This Plan becomes effective at 12:01 a.m. Standard Time at the policyholder's address on the Effective Date shown below. It may be continued in effect by the payment of premiums as provided in Section II. The Plan will terminate as provided in the provision titled "Termination of the Plan" in Section I.

The first anniversary of this Plan will be the Anniversary Date shown below. Subsequent anniversaries of the Plan will be the same date each year thereafter.

All matter printed or written by Continental American on the following pages forms a part of this Plan as if recited over the signature below. This Plan is a legal contract between Continental American and the Policyholder.

This Plan is delivered in and is governed by the laws of the jurisdiction shown below.

In witness whereof Continental American has caused this Plan to be executed at its Home Office in Columbia, South Carolina on the Effective Date.

### READ YOUR POLICY CAREFULLY.

Signed for the Company at its Home Office.

A handwritten signature in cursive script, appearing to read "Eugene C. Smith".

President

Group Policy Number- 6915  
Effective Date -  
Jurisdiction - Texas

Anniversary Date -  
Non-Participating

## **GROUP POLICY PROVISIONS**

- SECTION I** - Eligibility, Effective Date and Termination
- SECTION II** - Premium Provisions
- SECTION III** - Definitions
- SECTION IV** - Benefit Provisions
- SECTION V** - Limitations and Exclusions
- SECTION VI** - Claim Provisions
- SECTION VII** - General Provisions
- SECTION VIII** - Benefit Schedule
- SECTION IX** - Schedule of Premiums
- SECTION X** - Incorporation of Rider Provisions

## **SECTION I ELIGIBILITY, EFFECTIVE DATE AND TERMINATION**

### **ELIGIBILITY**

Members of the policyholder's group who meet the definition of Member contained herein and a Member's Dependents who meet the definition of Dependent contained herein are eligible to be insured under this Plan.

### **EFFECTIVE DATE**

The Effective Date of this Plan is shown on Page 1 of this form.

The Effective Date for a Member is as follows:

1. A Member's insurance will be effective on the date shown on the Certificate Schedule provided the Member is then actively at work.
2. If a Member is not actively at work on the date coverage would otherwise become effective, the Effective Date of his coverage will be the date on which such Member is first thereafter actively at work.

The effective date for a Dependent is the date as specified in the Dependent Accident Rider.

### **TERMINATION OF THE PLAN**

The Plan will cease if the premium is not paid before the end of the grace period.

[After the end of the [first] Plan year, Continental American has the right to cancel the Plan on the day prior to the date any premium is due by giving 31 days written notice.]

The Plan will terminate when the number of participating Members is less than the number mutually agreed upon by the policyholder and Continental American in writing.

In these events, this Plan and all certificates issued hereunder will terminate on such date at 12:01 a.m. Standard Time at the policyholder's address. This will be without prejudice to the rights of any Insured as respects any claim arising during the period the Plan is in force.

The policyholder has the sole responsibility to notify Members of such termination.

### **TERMINATION OF AN MEMBER'S OR DEPENDENT'S INSURANCE**

A Member's insurance will terminate on the earliest of:

1. the date the Plan is terminated;
2. on the 31st day after the premium due date if the required premium has not been paid;
3. on the date the Member ceases to meet the definition of Member as contained herein; or
4. on the date he is no longer a member of the class eligible.

Insurance for Dependents will terminate the earliest of:

1. the date the Plan is terminated;
2. on the 31st day after the premium due date if the required premium has not been paid;
3. the premium due date following the date a Dependent ceases to meet the definition of Dependent as contained herein; or
4. the premium due date following the date we receive the Member's written request to terminate coverage for all Dependents.



**Hospital** - means a place which:

1. is legally licensed and operated as a hospital;
2. provides overnight care of injured and sick people;
3. is supervised by a doctor;
4. has full-time nurses supervised by a registered nurse;
5. has on-site or pre-arranged use of X-ray equipment, laboratory and surgical facilities; and
6. maintains permanent medical history records.

**A hospital is not:**

1. a nursing home;
2. an extended care facility;
3. a convalescent home;
4. a rest home or a home for the aged;
5. a place for alcoholics or drug addicts; or
6. a mental institution.

**Hospital Intensive Care Unit** - means a specifically designed facility of the hospital that provides the highest level of medical care which is restricted to those patients who are critically ill or injured. Such facilities must be separate and apart from the surgical recovery room and from rooms, beds, and wards customarily used for patient confinement. They must be permanently equipped with special life-saving equipment for the care of the critically ill or injured. They must be under constant and continuous observation by nursing staffs assigned on a full-time basis, exclusively to the Intensive Care Unit.

**Immediate Family** - means a Member's spouse, son, daughter, mother, father, sister or brother.

**Insured(s)** – means:

1. Member when the type of coverage shown on the Certificate Schedule is Member.
2. Member and Spouse when the type of coverage shown on the Certificate Schedule is Member and Spouse.
3. Member and Children when the type of coverage shown on the Certificate Schedule is Member and Children.
4. Member, Member's Spouse and Dependent Children when the type of coverage shown on the Certificate Schedule is Family.

**Member** means a person who is:

1. under age 70;
2. a member of the policyholder's association;
2. engaged in full-time work; and
3. included in the class of members eligible for coverage as shown on the application.

**Spouse** means the person legally married to a Member on the effective date of the Member's certificate.

**Treatment or Medical Treatment** - means consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

**We, Us, Our** - means Continental American Insurance Company.

**You and Your** - refer to a Member as defined in this Plan.

**Elimination Period** - means the number of days of hospital confinement that must elapse before benefits become payable. The number of days is shown in the Benefit Schedule. Benefits are not payable, nor do they accrue during an Elimination Period.

## **SECTION IV      BENEFIT PROVISIONS**

The benefit amounts payable under this section are shown in the Benefit Schedules. Coverage terminates on the premium due date which falls on or first follows the Member's 70th birthday; at that time all benefits cease regardless of the maximum benefit period.

### **FRACTURES**

**Fractures** - A fracture is a break in a bone which can be seen by x-ray. If an Insured fractures a bone in a covered accident and it is diagnosed and treated by a physician within 90 days after the accident, we will pay the appropriate amount shown in the Benefit Schedule.

If the fracture requires open reduction, we will pay 150% of the amount shown in the Benefit Schedule.

**Multiple Fractures** - If more than one fracture requiring either open or closed reduction occurs in any one covered accident, we will pay the amounts shown in the Benefit Schedule for each fracture. However, we will pay no more than 150% of the benefit amount for the bone fractured which has the higher dollar value.

**Chip Fracture** - A chip fracture is a piece of bone which is completely broken off near a joint. If a physician diagnoses the fracture as a chip fracture, we will pay 10% of the amount shown in the Benefit Schedule for the affected bone.

### **DISLOCATIONS**

**Dislocation** - A dislocation is a completely separated joint. If an Insured dislocates a joint in a covered accident, and it is diagnosed and treated by a physician within 90 days after the accident, we will pay the amount shown in the Benefit Schedule.

If the dislocation requires open reduction, we will pay 150% of the amount shown in the Benefit Schedule.

We will pay benefits only for the first dislocation of a joint. We will not pay for recurring dislocations of the same joint. If an Insured dislocated a joint before his Effective Date and he dislocates the same joint again, it will not be covered.

**Multiple Dislocations** - If more than one dislocation requiring either open or closed reduction occurs in any one covered accident, we will pay the amounts shown in the Benefit Schedule for each dislocation. However, we will pay no more than 150% of the benefit amount for the joint dislocated which has the highest dollar value.

**Partial Dislocation** - A partial dislocation is one in which the joint is not completely separated. If a physician diagnoses and treats the accidental injury as a partial dislocation, we will pay 25% of the amount shown in the Benefit Schedule for the affected joint.

**Fracture and Dislocation** - If an Insured fractures a bone and dislocate a joint in the same accident, we will pay for both. However, we will pay no more than 150% of the benefit amount for the bone fractured or joint dislocated which has the highest dollar value.

## LACERATIONS

**Lacerations** - If an Insured receives laceration in a covered accident and the laceration is repaired with stitches by a physician within 72 hours after the accident, we will pay the appropriate amount shown in the Benefit Schedule. The amount paid will be based on the length of the laceration.

If an Insured receives a laceration in a covered accident and the laceration does not require stitches but is treated by a physician within 72 after the accident, we will pay the appropriate amount shown in the Benefit Schedule.

If an Insured suffers multiple lacerations in a covered accident and the lacerations are repaired with stitches by a physician within 72 hours after the accident, we will pay this benefit based on the largest single laceration which requires stitches, as shown in the Benefit Schedule.

## CONCUSSIONS

**Concussions** - If an Insured is injured in a covered accident and the injury causes him to have a concussion, we will pay this benefit in the amount shown in the Benefit Schedule. Concussion means a head injury resulting in electroencephalogram abnormality.

## COMA

**Coma** - If an Insured suffers a coma lasting 30 days or more as the result of a covered accident, we will pay this benefit as shown in the Benefit Schedule. Coma means a state of profound unconsciousness caused by a covered accident.

## EMERGENCY DENTAL WORK

**Emergency Dental Work** - We will pay this benefit if an Insured receives an injury to sound natural teeth as the result of a covered accident. We will pay for repair with a crown or for extraction as shown in the Benefit Schedule.

## INJURIES REQUIRING SURGERY

**Eye Injuries** - If an Insured injures an eye in a covered accident and surgical repair is performed by a physician within 90 days after the accident, we will pay the amount shown in the Benefit Schedule. If a physician removes a foreign body from an Insured's eye, with or without anesthesia, we will pay the amount shown in the Benefit Schedule.

**Tendons and Ligaments** - If an Insured's tears, severs or ruptures a tendon or ligament in a covered accident, receive treatment from a physician within 60 days, and have surgical repair within 90 days after the accident, we will pay the appropriate amount shown in the Benefit Schedule. The amount paid will be based on the number (single or multiple) of tendons or ligaments repaired.

If an Insured is in a covered accident and fractures a bone or dislocates a joint, and tears, severs or ruptures a tendon or ligament, we will pay only one benefit. We will pay the largest of the fracture benefit, the dislocation benefit, or the tendon and ligament benefit.

**Ruptured Disc** - If an Insured ruptures a disc in his spine in a covered accident, receives treatment from a physician within 60 days after the accident and has a surgical repair by a physician within one year after the accident, we will pay the appropriate amount shown in the Benefit Schedule. The amount paid will be based on when the accident occurred.

**Torn Knee Cartilage** - We will pay this benefit in the amount shown in the Benefit Schedule if an Insured is injured in a covered accident and:

1. Accidental injuries result in torn knee cartilage;
2. Such injury requires treatment by a physician within 60 days from the date of the covered accident; and
3. Such injury requires repair by surgical operation within one year from the date of the covered accident.

The amount paid will be based on when the accident occurred.

**Internal Injuries** - We will pay this benefit as shown in the Benefits Schedule if an Insured has internal injuries as the result of a covered accident which results in open abdominal or thoracic surgery.

**Exploratory Surgery** - If as the result of an injury in a covered accident an Insured has exploratory surgery (without repair), we will pay the amount shown on the Benefit Schedule.

## **PARALYSIS**

**Paralysis** - Paralysis means the permanent loss of movement of two or more limbs. If an Insured is injured in a covered accident and the injury causes paralysis which lasts more than 90 days and is diagnosed by a physician within 90 days after the accident, we will pay the appropriate amount shown in the Benefit Schedule. The amount paid will be based on the number of limbs paralyzed.

If this benefit is paid and the Insured later dies as a result of the same covered accident, we will pay the appropriate Death Benefit, less any amounts paid under the Paralysis Benefit.

## **BURNS**

**Burns** - If an Insured is burned in a covered accident and is treated by a physician within 72 hours after the accident, we will pay the burn benefit shown in the Benefit Schedule according to the percentage of body surface burned.

First degree burns are not covered.

## **SERVICES**

**Blood/Plasma** - If an Insured is injured in a covered accident and receives blood or plasma as a result of the injury within 90 days after the accident, we will pay the amount shown in the Benefit Schedule.

**Ambulance** - If an Insured is injured in a covered accident and requires transportation to a hospital by a professional ambulance service (including "air ambulance" service) within 90 days after the accident, we will pay the appropriate amount shown in the Benefit Schedule.

**Transportation** - We will pay this benefit if an Insured is injured in a covered accident and the injury causes the attending physician to recommend hospital treatment or diagnostic study which is not available in the Insured's city of residence. We will pay the applicable amount shown in the Benefit Schedule for transportation by train, plane, or bus for each covered accident. Use of such transportation must begin within 90 days from the date of the covered accident. The distance to the location of the hospital treatment or diagnostic study must be greater than 50 miles from the Insured's residence.

**Family Member Lodging** - We will pay this benefit in amount and for the number of days shown in the Benefit Schedule, for each night's lodging in a motel/hotel room for an adult member of the Insured's immediate family when he is confined to a hospital for treatment of an injury due to a covered accident. The Hospital and motel/hotel must be more than 100 miles from the Insured's residence. The treatment must be prescribed by the Insured's local physician.

**Medical Fees** - If an Insured is injured in a covered accident and receives treatment within one year after the accident, we will pay the amount shown in the Benefit Schedule for:

1. emergency room services and supplies;
2. X-rays;
3. physician services.

We will pay for these services up to the total amount shown for medical fees in the Benefit Schedule, for each covered accident.

This benefit is payable if an Insured receives initial treatment within 60 days after the accident.

**Prosthesis** - We will pay the amount shown in the Benefit Schedule for each prosthetic device an Insured's uses as the result of an injury received in a covered accident. Hearing aids, wigs, or dental aids including but not limited to false teeth are not covered.

**Appliances** - If an Insured is advised by a physician to use a medical appliance as an aid in personal locomotion as the result of an injury received in a covered accident, we will pay the amount shown in the Benefit Schedule. Medical appliance means crutches, wheelchairs, leg braces, back braces and walkers.

**Accident Follow-up Treatment** - We will pay this benefit when an Insured receives follow-up treatment for an injury received as a result of a covered accident. We will pay for a maximum of 6 (six) treatments per covered accident. An Insured must have received initial treatment within 72 hours of a covered accident and follow-up treatment must begin within 30 days of the covered accident or discharge from the hospital.

**Physical Therapy** - If an Insured is injured in a covered accident and that injury requires physical therapy, we will pay this benefit for a maximum of six physical therapy sessions per covered accident. An Insured must have received initial treatment for the injury within 72 hours of the covered accident and physical therapy must begin within 30 days of the covered accident or discharge from the hospital. Treatment must take place within 6 months after the accident. We will not pay this benefit for the same visit that the Accident Follow-up Treatment benefit is paid.

**Wellness** - After premiums have been paid for 12 months and while an Insured's coverage is in force, we will pay the amount shown in the Benefit Schedule for annual physical exams, mammograms, pap smears, eye examinations, immunizations, flexible sigmoidoscopy, PAS tests, ultrasounds and blood screening. This benefit is payable once each 12-month period.

## **HOSPITAL BENEFITS**

**Hospital Admission** - We will pay this benefit when an Insured is injured in a covered accident and the injury requires hospital confinement as a resident bed patient within 6 months of the date of the accident.

We will pay the Hospital Admission benefit amount shown in the Benefit Schedule. We will not pay this benefit for confinement to an observation unit, or for emergency room treatment or outpatient treatment.

We will pay this benefit once per calendar year.

**Hospital Confinement** - If an Insured is injured in a covered accident and the injury causes him to be confined to a hospital within 90 days after the accident, we will pay the amount shown in the Benefit Schedule, subject to the elimination period if any, for each day that he is confined to a hospital. The length of time shown for hospital confinement in the Benefit Schedule is the maximum period for which an Insured can collect benefits for hospital confinements resulting from the same injury.

This benefit is payable once per hospital confinement even if the confinement is caused by more than one accidental injury.

**Hospital Intensive Care** - If an Insured is injured in a covered accident and the injury causes him to be confined to a hospital intensive care unit, we will pay this benefit in amount and for the number of days shown in the Benefit Schedule per covered accident. This benefit is payable in addition to the Hospital Confinement benefit above.

## **DISMEMBERMENT**

**Dismemberment** - If an Insured is injured in a covered accident and the injury causes loss of a hand, foot or sight within 90 days after the accident, we will pay the amount shown in the Benefit Schedule.

If an Insured loses one hand, foot or the sight of one eye in a covered accident, we will pay the single loss benefit shown in the Benefit Schedule.

If an Insured loses both hands, feet, the sight of both eyes or a combination of any two, we will pay the double loss benefit shown in the Benefit Schedule.

If an Insured loses one or more finger or toe in a covered accident, we will pay the finger/toe benefit shown in the Benefit Schedule.

Dismemberment means:

1. **Loss of a hand:** the hand is cut off at or above the wrist joint; or
2. **Loss of a foot:** the foot is cut off at or above the ankle; or
3. **Loss of sight:** at least 80% of the vision in one eye is lost. Such loss of sight must be permanent and irrecoverable or
4. **Loss of a finger/toe:** the finger or toe is cut off at or above the joint where it is attached to the hand or foot.

If an Insured does not qualify for the Dismemberment Benefit but loses at least one joint of a finger or toe, we will pay the Partial Dismemberment shown in the Benefit Schedule.

If this benefit is paid and the Insured later dies as a result of the same covered accident, we will pay the appropriate death benefit, less any amounts paid under this benefit.

## **ACCIDENTAL DEATH**

**Accidental Death** - If an Insured is injured in a covered accident and the injury causes him to die within 90 days after the accident, we will pay the Accidental Death Benefit shown in the Benefit Schedule. If the Accidental Death Benefit is paid, we will not pay the Accidental Common Carrier Death Benefit.

**Accidental Common Carrier Death** - If an Insured is injured in a covered accident and the injury causes him to die within 90 days after the accident, we will pay the Accidental Common Carrier Death Benefit in the amount shown in the Benefit Schedule if the injury is the result of traveling as a fare-paying passenger on a common carrier, as defined below.

Common carrier means:

1. an airline carrier which is licensed by the United States Federal Aviation Administration and operated by a licensed pilot on a regular schedule between established airports;
2. a railroad train which is licensed and operated for passenger service only; or

3. a boat or ship which is licensed for passenger service and operated on a regular schedule between established ports.

If the Accidental Common Carrier Death Benefit is paid, we will not pay the Accidental Death Benefit.

## SECTION V

## LIMITATIONS AND EXCLUSIONS

### [PRE-EXISTING CONDITION LIMITATION

**PRE-EXISTING CONDITION** - Pre-existing Condition means within the 12-month period prior to an Insured's Effective Date those conditions for which medical advice or treatment was received or recommended.

We will not pay benefits for any loss which is caused by, contributed to by, or resulting from a pre-existing condition for 12 months after an Insured's Effective Date.

A claim for benefits for loss starting after 12 months from an Insured's Effective Date will not be reduced or denied on the grounds that it is caused by a pre-existing condition.

[The certificate may have been issued as a replacement for a certificate previously issued to a Member under the Plan. If so, then the pre-existing condition limitation provision of the Member's certificate applies only to any increase in benefits over the prior certificate. Any remaining period of pre-existing condition limitation of the prior certificate would continue to apply to the prior level of benefits.]]

### EXCLUSIONS

[We will not pay benefits for loss caused by pre-existing conditions (except as stated in the previous provision).]

We will not pay benefits for loss contributed to, caused by, or resulting from:

1. **War** - participating in war or any act of war, declared or not, or participating in the armed forces of or contracting with any country or international authority. We will return the prorated premium for any period not covered by this certificate when you are in such service.
2. **Suicide** - committing or attempting to commit suicide, while sane or insane.
3. **Sickness** - having any disease or bodily/mental illness or degenerative process. We also will not pay benefits for any related medical/surgical treatment or diagnostic procedures for such illness.
4. **Self-Inflicted Injuries** - injuring or attempting to injure yourself intentionally.
5. **Traveling** - traveling more than 40 miles outside the territorial limits of the United States, Canada, Mexico, Puerto Rico, the Bahamas, Virgin Islands, Bermuda, and Jamaica, except under the Accidental Common Carrier Death Benefit.
6. **Racing** - Riding in or driving any motor-driven vehicle in a race, stunt show or speed test.
7. **Aviation** - operating, learning to operate, serving as a crew member on, or jumping or falling from any aircraft, including those which are not motor-driven.
8. **Intoxication** - being legally intoxicated, or being under the influence of any narcotic, unless such

is taken under the direction of a physician.

9. **Illegal Acts** - participating or attempting to participate in an illegal activity, or working at an illegal job.
10. **Sports** - participating in any organized professional or semi-professional sport.
11. **Driving** - driving any taxi or intrastate or interstate long-distance vehicle for wage, compensation or profit.
12. **Avocations** - mountaineering using ropes and/or other equipment, parachuting or hand-gliding.
13. **Cosmetic Surgery** - having cosmetic surgery or other elective procedures that are not medically necessary or having dental treatment except as a result of covered accident.

## SECTION VI

## CLAIM PROVISIONS

**Notice of Claim** - Written notice of claim must be given within 60 days after the covered accident or as soon as reasonably possible. The notice must be sent to us at our Home Office in Columbia, South Carolina. The notice should include the name of the Insured and the Certificate number.

**Claim Forms** - When we receive notice of a claim, we will send you the forms for filing proof of loss. If these forms are not sent to you within 15 working days, the claimant will meet the proof of loss requirements by giving us a written statement of the nature and extent of the loss within the time limit stated on the Proof of Loss Section.

**Proof of Loss** – An Insured must give us written proof within 90 days after the loss for which he is seeking benefits. If it is not reasonably possible to give written proof in the time required, we shall not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than one year from the covered accident unless the Insured was legally incapacitated during that time.

**Time of Payment of Claims:** After we receive written proof of loss and process a claim, we will pay monthly all benefits then due for the claims providing a periodic payment. Benefits for any other loss covered by this Plan will be paid as soon as we receive proper written proof.

**Payment Of Claims** - Benefits will be paid to the Member. All of the benefits due will be paid to him unless they are assign them elsewhere. Any benefits unpaid at the time of a Member's death will be paid in the following order:

1. to any approved assignee;
2. your beneficiary;
3. your surviving spouse;
4. your estate.

**Changing The Beneficiary** – The Member can ask us to change his beneficiary at any time. The request must be in writing and the change must be approved by us. If approved, it will go into effect the day he signs the request. The change will not have any bearing on payments made before we approved the request.

**Unpaid Premium** - When a claim is paid, any premium due and unpaid may be deducted from the claim payment.

**Physical Examination And Autopsy** - At our expense, we can require an Insured to have a physical examination as often as reasonably necessary while a claim is pending, or an autopsy in the case of death, where allowed by law. This will be done at our expense.

**Legal Action** – An Insured cannot take legal action against us for benefits under this Plan:

1. within 60 days after written proof of loss has been sent to us; or
2. more than 6 years from the time written proof is required to be given.

## **SECTION VII GENERAL PROVISIONS**

**Entire Contract** - The entire contract consists of:

1. the Plan;
2. the application of the Policyholder; and
3. if applicable, Member application(s).

All statements made in such application(s) shall, in the absence of fraud, be deemed representations and not warranties. No statement will be used in defense of a claim under this Plan unless:

1. the statement is in writing signed by the Policyholder or by an Insured; and
2. a copy of that statement is given to the Policyholder or to the Insured or to his beneficiary.

**Contract Changes** - No change in this Plan is valid unless approved by our Home Office and unless such approval is endorsed by an officer and attached to this Plan. No agent has the authority to change this Plan or to waive any of its provisions.

**Misstatements of Age** - If a Member incorrectly stated his age or the ages of his dependents, if any, in the application, the benefits will be such as the premium paid would have purchased at the correct age. If, based on the correct ages, we would not have issued a Certificate or insured certain dependents under the Certificate, then our responsibility will be to refund the excess premium paid, if any.

**Time Limit On Certain Defenses** - After this Plan has been in force for two years as respects an Insured, only fraudulent misstatements in the application for that Insured may be used to void his coverage or to deny any claim for loss incurred or disability that starts after the two-year period.

**Clerical Error**- Clerical error by the Policyholder will not end coverage or continue terminated coverage. In the event of such clerical error, a premium adjustment will be made.

**Individual Certificate** - Continental American will give the Policyholder a Certificate for each Member. The Certificate will set forth:

1. the coverage;
2. to whom benefits will be paid; and
3. the rights and privileges under the Plan.

**Data Required** - The Policyholder will furnish all information and proofs which Continental American may reasonably require with regard to the Plan.

**Conformity With State Statutes** - Any provision of this Plan which, on the Effective Date, is in conflict with the laws of the state in which the Plan was issued, will be amended to conform to the minimum requirements of those laws.

## SECTION VIII

## SAMPLE BENEFIT SCHEDULE

	High Option	Low Option
<b>FRACTURES</b>		
Hip/thigh	\$4,000	\$2,000
Vertebrae	3,600	1,800
Pelvis	3,200	1,600
Skull (depressed)	3,000	1,500
Skull (simple)	1,400	700
Leg	2,400	1,200
Foot/ankle/knee cap	2,000	1,000
Forearm/hand	2,000	1,000
Lower jaw	1,600	800
Shoulder blade/collar bone	1,600	800
Upper arm/upper jaw	1,400	700
Facial bones (except teeth)	1,200	600
Vertebral processes	800	400
Coccyx/rib/finger/toe	320	160
<b>DISLOCATIONS</b>		
Hip	2,700	1,350
Knee (not knee cap)	1,950	975
Shoulder	1,500	750
Foot/ankle	1,200	600
Hand	1,050	525
Lower jaw	900	450
Wrist	750	375
Elbow	600	300
Finger/toe	240	120
<b>LACERATIONS</b>		
Over 6"	400	200
2" to 6"	200	100
Under 2"	50	25
Lacerations not requiring stitches	25	25
<b>CONCUSSIONS</b>	200	100
<b>COMA</b>	10,000	5,000
<b>EMERGENCY DENTAL WORK</b>		
Repair with crown	150	75
Extraction	50	25
<b>INJURIES REQUIRING SURGERY</b>		
<b>Eye injuries</b>		
Requiring surgical repair	250	125
Removal of foreign body	50	25

<b>Tendons/ligaments</b>		
Single	400	200
Multiple	600	300
<b>Ruptured disc</b>		
Date of injury occurs during first certificate year	100	50
Date of injury occurs after first certificate year	400	200
<b>Torn knee cartilage</b>		
Date of injury occurs during first certificate year	100	50
Date of injury occurs after first certificate year	400	200
<b>Internal Injuries</b>	1,000	500
<b>Exploratory Surgery (without repair)</b>	250	125
<b>PARALYSIS</b>		
Four limbs (quadriplegia)	10,000	5,000
Two limbs (paraplegia)	5,000	2,500
<b>BURNS</b>		
Second Degree		
Less than 10%	100	100
At least 10% but less than 25%	200	200
At least 25% but less than 35%	500	500
35% or more	1,000	1,000
Third Degree		
Less than 10%	500	500
At least 10% but less than 25%	3,000	3,000
At least 25% but less than 35%	7,000	7,000
35% or more	10,000	10,000
<b>SERVICES</b>		
<b>Blood/plasma</b>	100	100
<b>Ambulance</b>	100	50
<b>Air ambulance</b>	500	250
<b>Transportation</b>		
Train or Plane	300	150
Bus	150	75

<b>Family Member Lodging</b> Maximum Benefit - 30 days	100/per night	50/per night
<b>Medical fees</b> Maximum per accident	125	62.50
<b>Prosthesis</b>	500	250
<b>Appliances</b>	100	50
<b>Accident Follow-up Treatment</b> Maximum of 6 treatments per covered accident	25	12.50
<b>Physician Therapy</b> Maximum of 6 treatments per covered accident	25	12.50
<b>Wellness</b> Once per 12-month period	60	30
<b>HOSPITAL ADMISSION</b> Payable once per calendar year	\$1,000	500
<b>HOSPITAL CONFINEMENT</b> Maximum Benefit - 365 days 0 Day elimination Period	\$200 /day	\$100/day
<b>HOSPITAL INTENSIVE CARE</b> Maximum Benefit - 30 days 0 Day elimination Period	\$400 /day	\$200/day
<b>ACCIDENTAL DISMEMBERMENT</b> Loss of hand, foot or sight Single loss Double loss	6,250 25,000	3,125 12,500
Loss of one or more finger or toe	1,250	625
Partial Amputation of finger or toe	100	100
<b>ACCIDENTAL DEATH</b>	25,000	12,500
<b>ACCIDENTAL COMMON CARRIER DEATH</b>	100,000	50,000

**SECTION IX**

**SCHEDULE OF PREMIUMS**

**SECTION X**

**INCORPORATION OF RIDER PROVISIONS**

The attached listed Certificate Riders are made a part of this Policy.

**INCORPORATED RIDERS**

<b>RIDER NAME</b>	<b>FORM NUMBER</b>
Dependent Accident Rider	ACA7700-DAR-TX



# CONTINENTAL AMERICAN INSURANCE COMPANY

2801 Devine Street, Columbia, South Carolina 29205  
800-433-3036

**CERTIFICATE OF INSURANCE FOR  
ACCIDENTAL INJURY POLICY  
THIS IS AN ACCIDENT ONLY COVERAGE  
AND DOES NOT PAY BENEFITS FOR LOSS FROM SICKNESS**

**PLEASE READ YOUR CERTIFICATE CAREFULLY**

### CERTIFICATE INDEX

Definitions .....	Section I
Premiums and Individual Terminations .....	Section II
Benefits .....	Section III
Limitations and Exclusions .....	Section IV
Claim Provisions .....	Section V
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Certificate Schedule .....	Section VIII

We certify that you are insured under the Accidental Injury Policy (herein called the Plan) issued to the Policyholder, subject to the definitions, exclusions and other provisions of the Plan against loss resulting from accidental injury.

Certain provisions of the Plan are summarized in this Certificate. All provisions of the Plan, whether contained in your Certificate or not, apply to the insurance referred to by the Certificate.

The Effective Date of your Certificate is as shown in the Certificate Schedule if you are on that date actively at work. If not, this Certificate will become effective on the next date you are actively at work and an eligible Member. This Certificate will remain in effect for the period for which the premium has been paid. This Certificate may be continued for further periods as stated in the Plan.

This Certificate is issued in consideration of the payment in advance of the required premium and of your statements and representations in the application.

This Certificate, on its Effective Date, automatically replaces any Certificate or Certificates previously issued to you under the Plan.

## SECTION I        DEFINITIONS

Whenever the male pronoun is used, it includes the female, unless the context clearly shows otherwise.

When the terms below are used in this Certificate, the following definitions will apply:

**We, Us, Our** - means Continental American.

**You and Your** - the Member named in the Certificate Schedule.

**Accidental Injury or Injuries** - means bodily injury or injuries caused solely by or as the result of a covered accident.

**Covered Accident** - means an accident which occurs on or after your Effective Date, while your coverage is in force and which is not specifically excluded.

**Doctor or Physician** - means a person, other than yourself or a member of your immediate family, who:

1. is licensed by the state to practice a healing art;
2. performs services which are allowed by his license; and
3. performs services for which benefits are provided by this Certificate.

Under the Fractures and Dislocations Benefit, a doctor means a person, other than yourself or a member of your immediate family, who is licensed by the state to practice medicine or osteopathy.

**Hospital** - means a place which:

1. is legally licensed and operated as a hospital;
2. provides overnight care of injured and sick people;
3. is supervised by a doctor;
4. has full-time nurses supervised by a registered nurse;
5. has on-site or pre-arranged use of X-ray equipment, laboratory and surgical facilities; and
6. maintains permanent medical history records.

**A hospital is not:**

1. a nursing home;
2. an extended care facility;
3. a convalescent home;
4. a rest home or a home for the aged;
5. a place for alcoholics or drug addicts; or
6. a mental institution.

**Hospital Intensive Care Unit** - means a specifically designed facility of the hospital that provides the highest level of medical care which is restricted to those patients who are critically ill or injured. Such facilities must be separate and apart from the surgical recovery room and from rooms, beds, and wards customarily used for patient confinement. They must be permanently equipped with special life-saving equipment for the care of the critically ill or injured. They must be under constant and continuous observation by nursing staffs assigned on a full-time basis, exclusively to the Intensive Care Unit.

**Immediate Family** - means your spouse, son, daughter, mother, father, sister or brother.

[**Your Occupation** - means the occupation in which you are regularly engaged at the time you become disabled.]

**Actively at Work** - to be considered actively at work, you must perform for a full normal workday the regular duties of your employment at the regular place of business of your employer or at a location to which you may be required to travel to perform the regular duties of your employment.

**Full-Time Work** - means spending at least [30] hours per week performing your occupational duties.

**Treatment or Medical Treatment** - means consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

**Elimination Period** - means the number of days of hospital confinement that must elapse before benefits become payable. The number of days is shown in the Plan Schedule. Benefits are not payable, nor do they accrue during an Elimination Period.

## **SECTION II                      PREMIUMS AND INDIVIDUAL TERMINATIONS**

### **PREMIUMS**

**Premiums are not Guaranteed:** The initial premium shown in the Certificate Schedule is the premium covering the period from the Effective Date to the next renewal date of this Certificate. Renewal premiums will be in accordance with the schedule of premium rates in effect at the time of renewals as set forth in the Plan.

**Certificate Term:** The first term of this certificate starts on the Effective Date in the Certificate Schedule. It ends on the first renewal date also shown. Later terms will be the periods for which renewal premiums are paid when due. All terms will begin and end at 12:01 A.M., Standard Time, at the Policyholder's address. The renewal premium for each term will be due on the day preceding term end, subject to the Grace Period.

**Grace Period:** The Plan has a 31 day Grace Period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the next 31 days. During the Grace Period, your coverage under the Plan will stay in force.

### **INDIVIDUAL TERMINATIONS**

Your insurance will terminate on the earliest of:

1. the date the Plan is terminated;
2. on the 31st day after the premium due date if the required premium has not been paid;
3. on the date you cease to meet the definition of Member as defined in the Plan;
4. on the date you are no longer a member of the class eligible.

Termination of this Certificate will be without prejudice to your rights as regarding any claim arising prior thereto.

## **SECTION III                      BENEFIT PROVISIONS**

The benefit amounts payable under this Section are shown in the Benefit Schedule. Coverage terminates on the premium due date which falls on or first follows your 70th birthday; at that time all benefits cease regardless of the maximum benefit period.

## **FRACTURES**

**Fractures** - A fracture is a break in a bone which can be seen by x-ray you fracture a bone in a covered accident, and it is diagnosed and treated by a physician within 90 days after the accident, we will pay the appropriate amount shown in the Benefit Schedule.

If the fracture requires open reduction, we will pay 150% of the amount shown in the Benefit Schedule.

**Multiple Fractures** - If more than one fracture requiring either open or closed reduction occurs in any one covered accident, we will pay the amounts shown in the Benefit Schedule for each fracture. However, we will pay no more than 150% of the benefit amount for the bone fractured which has the higher dollar value.

**Chip Fracture** - A chip fracture is a piece of bone which is completely broken off near a joint. If a physician diagnoses the fracture as a chip fracture, we will pay 10% of the amount shown in the Benefit Schedule for the affected bone.

## **DISLOCATIONS**

**Dislocation** - A dislocation is a completely separated joint. If you dislocate a joint in a covered accident, and it is diagnosed and treated by a physician within 90 days after the accident, we will pay the amount shown in the Benefit Schedule.

If the dislocation requires open reduction, we will pay 150% of the amount shown in the Benefit Schedule.

We will pay benefits only for the first dislocation of a joint. We will not pay for recurring dislocations of the same joint. If you dislocated a joint before the Effective Date of this Certificate and you dislocate the same joint again, it will not be covered by this Certificate.

**Multiple Dislocations** - If more than one dislocation requiring either open or closed reduction occurs in any one covered accident, we will pay the amounts shown in the Benefit Schedule for each dislocation. However, we will pay no more than 150% of the benefit amount for the joint dislocated which has the higher dollar value.

**Partial Dislocation** - A partial dislocation is one in which the joint is not completely separated. If a physician diagnoses and treats the accidental injury as a partial dislocation, we will pay 25% of the amount shown in the Benefit Schedule for the affected joint.

**Fracture and Dislocation** - If you fracture a bone and dislocate a joint in the same accident, we will pay for both. However, we will pay no more than 150% of the benefit amount for the bone fractured or joint dislocated which has the higher dollar value.

## **LACERATIONS**

**Lacerations** - If you receive laceration in a covered accident and the laceration is repaired with stitches by a physician within 72 hours after the accident, we will pay the appropriate amount shown in the Benefit Schedule. The amount paid will be based on the length of the laceration.

If you receive a laceration in a covered accident and the laceration does not require stitches but is treated by a physician within 72 after the accident, we will pay the appropriate amount shown in the Benefit Schedule.

If you suffer multiple lacerations in a covered accident and the lacerations are repaired with stitches by a physician within 72 hours after the accident, we will pay this benefit based on the largest single laceration which requires stitches, as shown in the Benefit Schedule.

## **CONCUSSIONS**

**Concussions** - If you are injured in a covered accident and the injury causes you to have a concussion, we will pay this benefit in the amount shown in the Benefit Schedule. Concussion means a head injury resulting in electroencephalogram abnormality.

## **COMA**

**Coma** - If you suffer a coma lasting 30 days or more as the result of a covered accident, we will pay this benefit as shown in the Benefit Schedule. Coma means a state of profound unconsciousness caused by a covered accident.

## **EMERGENCY DENTAL WORK**

**Emergency Dental Work** - We will pay this benefit if you receive an injury to sound natural teeth as the result of a covered accident. We will pay for repair with a crown or for extraction as shown in the Benefit Schedule.

## **INJURIES REQUIRING SURGERY**

**Eye Injuries** - If you injure an eye in a covered accident and surgical repair is performed by a physician within 90 days after the accident, we will pay the amount shown in the Benefit Schedule. If a physician removes a foreign body from your eye, with or without anesthesia, we will pay the amount shown in the Benefit Schedule.

**Tendons and Ligaments** - If you tear, sever or rupture a tendon or ligament in a covered accident, receive treatment from a physician within 60 days, and have surgical repair within 90 days after the accident, we will pay the appropriate amount shown in the Benefit Schedule. The amount paid will be based on the number (single or multiple) of tendons or ligaments repaired.

If you are in a covered accident and fracture a bone or dislocate a joint, and tear, sever or rupture a tendon or ligament, we will pay only one benefit. We will pay the largest of the fracture benefit, the dislocation benefit, or the tendon and ligament benefit.

**Ruptured Disc** - If you rupture a disc in your spine in a covered accident, receive treatment from a physician within 60 days after the accident and have surgical repair by a physician within one year after the accident, we will pay the appropriate amount shown in the Benefit Schedule. The amount paid will be based on when the accident occurred.

**Torn Knee Cartilage** - We will pay this benefit in the amount shown in the Benefit Schedule if you are injured in a covered accident and:

1. Accidental injuries result in torn knee cartilage;
2. Such injury requires treatment by a physician within 60 days from the date of the covered accident; and
3. Such injury requires repair by surgical operation within one year from the date of the covered accident.

The amount paid will be based on when the accident occurred.

**Internal Injuries** - We will pay this benefit as shown in the Benefits Schedule if you have internal injuries as the result of a covered accident which results in open abdominal or thoracic surgery.

**Exploratory Surgery** - If as the result of an injury in a covered accident you have exploratory surgery (without repair), we will pay the amount shown on the Benefit Schedule.

## PARALYSIS

**Paralysis** - Paralysis means the permanent loss of movement of two or more limbs. If you are injured in a covered accident and the injury causes paralysis which lasts more than 90 days and is diagnosed by a physician within 90 days after the accident, we will pay the appropriate amount shown in the Benefit Schedule. The amount paid will be based on the number of limbs paralyzed.

If this benefit is paid and you later die as a result of the same covered accident, we will pay the appropriate Death Benefit, less any amounts paid under the Paralysis Benefit.

## BURNS

**Burns** - If you are burned in a covered accident and are treated by a physician within 72 hours after the accident, we will pay the burn benefit shown in the Benefit Schedule according to the percentage of body surface burned.

First degree burns are not covered.

## SERVICES

**Blood/Plasma** - If you are injured in a covered accident and receive blood or plasma as a result of the injury within 90 days after the accident, we will pay the amount shown in the Benefit Schedule.

**Ambulance** - If you are injured in a covered accident and require transportation to a hospital by a professional ambulance service (including "air ambulance" service) within 90 days after the accident, we will pay the appropriate amount shown in the Benefit Schedule.

**Transportation** - We will pay this benefit if you are injured in a covered accident and the injury causes the attending physician to recommend hospital treatment or diagnostic study which is not available in your city of residence. We will pay the applicable amount shown in the Benefit Schedule for transportation by train, plane, or bus for each covered accident. Use of such transportation must begin within 90 days from the date of the covered accident. The distance to the location of the hospital treatment or diagnostic study must be greater than 50 miles from your residence.

**Family Member Lodging** - We will pay this benefit in amount and for the number of days shown in the Benefit Schedule, for each night's lodging in a motel/hotel room for an adult member of your immediate family when you are confined to a hospital for treatment of an injury due to a covered accident. The Hospital and motel/hotel must be more than 100 miles from your residence. The treatment must be prescribed by your local physician.

**Medical Fees** - If you are injured in a covered accident and receive treatment within one year after the accident, we will pay the amount shown in the Benefit Schedule for:

1. emergency room services and supplies;

2. X-rays;
3. physician services.

We will pay for these services up to the total amount shown for medical fees in the Benefit Schedule, for each covered accident.

This benefit is payable if you received initial treatment within 60 days after the accident.

**Prosthesis** - We will pay the amount shown in the Benefit Schedule for each prosthetic device you use as the result of an injury received in a covered accident. Hearing aids, wigs, or dental aids including but not limited to false teeth are not covered.

**Appliances** - If you are advised by a physician to use a medical appliance as an aid in personal locomotion as the result of an injury received in a covered accident, we will pay the amount shown in the Benefit Schedule. Medical appliance means crutches, wheelchairs, leg braces, back braces and walkers.

**Accident Follow-up Treatment** - We will pay this benefit when you receive follow-up treatment for an injury received as a result of a covered accident. We will pay for a maximum of 6 (six) treatments per covered accident. You must have received initial treatment within 72 hours of a covered accident and follow-up treatment must begin within 30 days of the covered accident or discharge from the hospital.

**Physical Therapy** - If you are injured in a covered accident and that injury requires physical therapy, we will pay this benefit for a maximum of six physical therapy sessions per covered accident. You must have received initial treatment for the injury within 72 hours of the covered accident and physical therapy must begin within 30 days of the covered accident or discharge from the hospital. Treatment must begin within 6 months of the accident. We will not pay this benefit for the same visit that the Accident Follow-up Treatment benefit is paid.

**Wellness** - After premiums have been paid for 12 months and while your coverage is in force, we will pay the amount shown in the Benefit Schedule for annual physical exams, mammograms, pap smears, eye examinations, immunizations, flexible sigmoidoscopy, PAS tests, ultrasounds and blood screening. This benefit is payable once each 12-month period.

## **HOSPITAL BENEFITS**

**Hospital Admission** - We will pay this benefit when you are injured in a covered accident and the injury requires hospital confinement as a resident bed patient within 6 months of the date of the accident.

We will pay the Hospital Admission Benefit amount shown in the Benefit Schedule. We will not pay this benefit for confinement to an observation unit, or for emergency room treatment or outpatient treatment.

We will pay this benefit once per calendar year.

**Hospital Confinement** - If you are injured in a covered accident and the injury causes you to be confined to a hospital within 90 days after the accident, we will pay the amount shown in the Benefit Schedule, subject to the elimination period if any, for each day that you are confined to a hospital. The length of time shown for hospital confinement in the Benefit Schedule is the maximum period for which you can collect benefits for hospital confinements resulting from the same injury.

This benefit is payable once per hospital confinement even if the confinement is caused by more than

one accidental injury.

**Hospital Intensive Care** - If you are injured in a covered accident and the injury causes you to be confined to a hospital intensive care unit, we will pay this benefit in amount and for the number of days shown in the Benefit Schedule per covered accident. This benefit is payable in addition to the Hospital Confinement Benefit above.

## **DISMEMBERMENT**

**Dismemberment** - If you are injured in a covered accident and the injury causes loss of a hand, foot or sight within 90 days after the accident, we will pay the amount shown in the Benefit Schedule.

If you lose one hand, foot or the sight of one eye in a covered accident, we will pay the single loss benefit shown in the Benefit Schedule.

If you lose both hands, feet, the sight of both eyes or a combination of any two, we will pay the double loss benefit shown in the Benefit Schedule.

If you lose one or more finger or toe in a covered accident, we will pay the finger/toe benefit shown in the Benefit Schedule.

Dismemberment means:

1. **Loss of a hand:** the hand is cut off at or above the wrist joint; or
2. **Loss of a foot:** the foot is cut off at or above the ankle; or
3. **Loss of sight:** at least 80% of the vision in one eye is lost. Such loss of sight must be permanent and irrecoverable or
4. **Loss of a finger/toe:** the finger or toe is cut off at or above the joint where it is attached to the hand or foot.

If you do not qualify for the Dismemberment Benefit but loose at least one joint of a finger or toe, we will pay the Partial Dismemberment shown in the Benefit Schedule.

If this benefit is paid and you later die as a result of the same covered accident, we will pay the appropriate death benefit, less any amounts paid under this benefit.

## **ACCIDENTAL DEATH**

**Accidental Death** - If you are injured in a covered accident and the injury causes you to die within 90 days after the accident, we will pay the Accidental Death Benefit shown in the Benefit Schedule. If the Accidental Death Benefit is paid, we will not pay the Accidental Common Carrier Death Benefit.

**Accidental Common Carrier Death** - If you are injured in a covered accident and the injury causes you to die within 90 days after the accident, we will pay the Accidental Common Carrier Death Benefit in the amount shown in the Benefit Schedule if the injury is the result of traveling as a fare-paying passenger on a common carrier, as defined below.

Common carrier means:

1. an airline carrier which is licensed by the United States Federal Aviation Administration and operated by a licensed pilot on a regular schedule between established airports;
2. a railroad train which is licensed and operated for passenger service only; or



7. **Aviation** - operating, learning to operate, serving as a crew member on, or jumping or falling from any aircraft, including those which are not motor-driven.
8. **Intoxication** - being legally intoxicated, or being under the influence of any narcotic, unless such is taken under the direction of a physician.
9. **Illegal Acts** - participating or attempting to participate in an illegal activity, or working at an illegal job.
10. **Sports** - participating in any organized sport: professional or semi-professional.
11. **Driving** - driving any taxi or intrastate or interstate long-distance vehicle for wage, compensation or profit.
12. **Avocations** - mountaineering using ropes and/or other equipment, parachuting or hand-gliding.
13. **Cosmetic Surgery** - having cosmetic surgery or other elective procedures that are not medically necessary or having dental treatment except as a result of covered accident.

## SECTION V

## CLAIM PROVISIONS

**Notice of Claim** - Written notice of claim must be given within 60 days after the covered accident or as soon as reasonably possible. The notice must be sent to us at our Home Office in Columbia, South Carolina. The notice should include the name of the insured and the Certificate number.

**Claim Forms** - When we receive notice of a claim, we will send you the forms for filing proof of loss. If these forms are not sent to you within 15 working days, you will meet the proof of loss requirements by giving us a written statement of the nature and extent of the loss within the time limit stated on the Proof of Loss Section.

**Proof of Loss** - You must give us written proof within 90 days after the loss for which you are seeking benefits. If it is not reasonably possible to give written proof in the time required, we shall not reduce or deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than one year from the covered accident unless you were legally incapacitated during that time.

**Time of Payment of Claims:** After we receive written proof of loss and process your claim, we will pay monthly all benefits then due for the claims providing a periodic payment. Benefits for any other loss covered by this Plan will be paid as soon as we receive proper written proof.

**Payment Of Claims** - Benefits will be paid to you. All of the benefits due will be paid to you unless you assign them elsewhere. Any benefits unpaid at the time of your death will be paid in the following order:

1. to any approved assignee;
2. your beneficiary;
3. your surviving spouse;
4. your estate.

**Changing Your Beneficiary** - You can ask us to change your beneficiary at any time. The request must be in writing and the change must be approved by us. If approved, it will go into effect the day you sign the request. The change will not have any bearing on payments made before we approved the request.

**Unpaid Premium** - When a claim is paid, any premium due and unpaid may be deducted from the claim payment.

**Physical Examination And Autopsy** - At our expense, we can require you to have a physical examination as often as reasonably necessary while a claim is pending, or an autopsy in the case of death, where allowed by law. This will be done at our expense.

**Legal Action** - You cannot take legal action against us for benefits under this Plan:

1. within 60 days after you have sent us written proof of loss; or
2. more than 6 years from the time written proof is required to be given.

## **SECTION VI      GENERAL PROVISIONS**

**Entire Contract** - The entire contract consists of:

1. the Plan;
2. the application of the policyholder; and
3. if applicable, your application(s).

All statements made in such application(s) shall, in the absence of fraud, be deemed representations and not warranties. No statement will be used in defense of a claim under this Plan unless:

1. the statement is in writing signed by the policyholder or by you; and
2. a copy of that statement is given to the policyholder or to you or to your beneficiary.

**Contract Changes** - No change in the Plan is valid unless approved by our Home Office and unless such approval is endorsed by an officer and attached to this Plan. No agent has the authority to change this Plan or to waive any of its provisions.

**Misstatements of Age** - If you incorrectly stated your age or the ages of your dependents, if any, in the application, the benefits will be such as the premium paid would have purchased at the correct age. If, based on the correct ages, we would not have issued your certificate or insured certain dependents under this certificate, then our responsibility will be to refund the excess premium paid, if any.

**Time Limit On Certain Defenses** - After the Plan has been in force for two years as respects an employee, only fraudulent misstatements in the application of that employee may be used to void his or her coverage or to deny any claim for loss incurred or disability that starts after the two year period.

**Clerical Error**- Clerical error by the policyholder will not end coverage or continue terminated coverage. In the event of such clerical error, a premium adjustment will be made.

**Conformity With State Statutes** - Any provision of the Plan which, on the Effective Date, is in conflict with the laws of the state in which the Plan was issued, will be amended to conform to the minimum requirements of those laws.

**SECTION VII****BENEFIT SCHEDULE**

	<b>High Option</b>	<b>Low Option</b>
<b>FRACTURES</b>		
Hip/thigh	\$4,000	\$2,000
Vertebrae	3,600	1,800
Pelvis	3,200	1,600
Skull (depressed)	3,000	1,500
Skull (simple)	1,400	700
Leg	2,400	1,200
Foot/ankle/knee cap	2,000	1,000
Forearm/hand	2,000	1,000
Lower jaw	1,600	800
Shoulder blade/collar bone	1,600	800
Upper arm/upper jaw	1,400	700
Facial bones (except teeth)	1,200	600
Vertebral processes	800	400
Coccyx/rib/finger/toe	320	160
<b>DISLOCATIONS</b>		
Hip	2,700	1,350
Knee (not knee cap)	1,950	975
Shoulder	1,500	750
Foot/ankle	1,200	600
Hand	1,050	525
Lower jaw	900	450
Wrist	750	375
Elbow	600	300
Finger/toe	240	120
<b>LACERATIONS</b>		
Over 6"	400	200
2" to 6"	200	100
Under 2"	50	25
Lacerations not requiring stitches	25	25
<b>CONCUSSIONS</b>	200	100
<b>COMA</b>	10,000	5,000
<b>EMERGENCY DENTAL WORK</b>		
Repair with crown	150	75
Extraction	50	25
<b>INJURIES REQUIRING SURGERY</b>		
<b>Eye injuries</b>		
Requiring surgical repair	250	125
Removal of foreign body	50	25

<b>Tendons/ligaments</b>		
Single	400	200
Multiple	600	300
<b>Ruptured disc</b>		
Date of injury occurs during first certificate year	100	50
Date of injury occurs after first certificate year	400	200
<b>Torn knee cartilage</b>		
Date of injury occurs during first certificate year	100	50
Date of injury occurs after first certificate year	400	200
<b>Internal Injuries</b>	1,000	500
<b>Exploratory Surgery (without repair)</b>	250	125
<b>PARALYSIS</b>		
Four limbs (quadriplegia)	10,000	5,000
Two limbs (paraplegia)	5,000	2,500
<b>BURNS</b>		
Second Degree		
Less than 10%	100	100
At least 10% but less than 25%	200	200
At least 25% but less than 35%	500	500
35% or more	1,000	1,000
Third Degree		
Less than 10%	500	500
At least 10% but less than 25%	3,000	3,000
At least 25% but less than 35%	7,000	7,000
35% or more	10,000	10,000
<b>SERVICES</b>		
<b>Blood/plasma</b>	100	100
<b>Ambulance</b>	100	50
<b>Air ambulance</b>	500	250
<b>Transportation</b>		
Train or Plane	300	150
Bus	150	75

<b>Family Member Lodging</b>	100/per night	50/per night
Maximum Benefit - 30 days		
<b>Medical fees</b>		
Maximum per accident	125	62.50
<b>Prosthesis</b>	500	250
<b>Appliances</b>	100	50
<b>Accident Follow-up Treatment</b>	25	12.50
Maximum of 6 treatments per covered accident		
<b>Physician Therapy</b>	25	12.50
Maximum of 6 treatments per covered accident		
<b>Wellness</b>	60	30
Once per 12-month period		
<b>HOSPITAL ADMISSION</b>	\$1,000	500
Payable once per calendar year		
<b>HOSPITAL CONFINEMENT</b>	\$200 /day	\$100/day
Maximum Benefit - 365 days		
0 Day elimination Period		
<b>HOSPITAL INTENSIVE CARE</b>	\$400 /day	\$200/day
Maximum Benefit - 30 days		
0 Day elimination Period		
<b>ACCIDENTAL DISMEMBERMENT</b>		
Loss of hand, foot or sight		
Single loss	6,250	3,125
Double loss	25,000	12,500
Loss of one or more finger or toe	1,250	625
Partial Amputation of finger or toe	100	100
<b>ACCIDENTAL DEATH</b>	25,000	12,500
<b>ACCIDENTAL COMMON CARRIER DEATH</b>	100,000	50,000

**SECTION VIII**

**CERTIFICATE SCHEDULE**

**Insured -** [John A. Doe]  
**Effective Date -** [June 1, 2007]  
**\*Initial Premium -** [\$109.75 Monthly]

**Group Policy Number -** [895]  
**Certificate Number -** [51491]  
**First Renewal Date -** [July 1, 2007]

**BENEFITS FOR ACCIDENTAL INJURIES  
ON-THE-JOB/OFF-THE-JOB COVERAGE**

**Hospital Admission**

Benefit: \$[1,000.00] per covered accident  
per calendar year

**Hospital Confinement**

Daily Benefit: \$[200].00 Daily  
Benefit Period: 365 Days  
Elimination Period: 0 Day

**Hospital Intensive Care**

Daily Benefit: \$[400.00] Daily  
Benefit Period: 30 Days  
Elimination Period: 0 Day

**Coverage Includes Other Benefits  
Shown In The Benefit Schedule**

\*Initial premium includes the premium for any riders purchased at the same time as the coverage provided by your certificate.

\*This certificate terminates on the premium due date which falls on or first follows your 70<sup>th</sup> birthday.



## CONTINENTAL AMERICAN INSURANCE COMPANY

2801 Devine Street, Columbia, South Carolina 29205  
800-433-3036

### DEPENDENT ACCIDENT RIDER TO CERTIFICATE OF INSURANCE FOR ACCIDENTAL INJURY

**This rider is only for the Dependents of Member's who are residents of the State of Arkansas.**

This Rider is a part of the Certificate to which it is attached. We have issued this Rider to you because: (1) you paid the additional premium for this Rider; and (2) we relied on the Application you made. Unless amended by this Rider, Certificate Definitions, Exclusions and Limitations, other Provisions and terms apply to this Rider.

**Effective Date** - If issued at the same time as the Certificate, this rider becomes effective when the Certificate becomes effective. If issued after the Certificate becomes effective, this Rider will have a later Effective Date, which will be shown in the Rider Schedule issued with this Rider. The insurance of a dependent will become effective on the rider date if such person is active on that date. Otherwise, the Effective Date will be deferred until the day following the date he or she becomes active.

Subject to the following:

1. The date the Member's insurance is effective for Dependents who are eligible on that date; for whom coverage is applied for and premium paid; and who are not hospital confined.
2. At 12:00 a.m. local time, on the day a Dependent is no longer hospital confined if the Dependent was otherwise eligible for coverage on the date the Member's insurance became effective.
3. For a Dependent Child eligible please see Children definition.

### DEFINITIONS

When the terms below are used in this rider, the following definitions will apply:

**YOU, YOUR** Means the person named in the Certificate Schedule.

**SPOUSE** Means the person married to you on the Effective Date of this Rider.

This Rider may only be issued to your spouse if your spouse is between ages 18 and 64, inclusive. Coverage on your spouse terminates when your spouse attains age 70.

**CHILDREN**

Means your natural children, step-children, foster children, legally adopted children or children placed for adoption, who are under age 26.

Your natural Children born after the Effective Date of this Rider will be covered from the moment of live birth. No notice or additional premium is required.

Newborn children are automatically covered under the terms of the Plan from the moment of birth. Adopted children are covered from the date of petition. If Employee or Employee/Spouse coverage is in force and an employee desires uninterrupted coverage for a newborn or adopted child, he must notify us in writing within 90 days of the child's birth or within 60 days from the date the petition is filed for adoption of a child. Coverage for newborn will be in effect through the 90<sup>th</sup> day. Coverage for adopted children will be in effect through the 60<sup>th</sup> day following the date of such event. Upon notification, we will advise him of the additional premium due.

If your children are covered under this Rider, it is not necessary for an employee to notify us of the birth of a child or the date the petition is filed for adoption of a child, and an additional premium payment will not be required.

Coverage on Children will terminate on the child's 26<sup>th</sup> birthday. However, if any child is incapable of self-sustaining employment due to mental retardation or physical handicap and is dependent on his parent(s) for support, the above age of twenty-six (26) shall not apply. Proof of such incapacity and dependency must be furnished to the Company.

**DEPENDENT**

Means your spouse, child or children, named in the application for this rider for whom a premium is paid.

**ACTIVE**

"Active" as used refers to a dependent who is not confined in a hospital and who is able to carry on regular activities customary of a person in good health of the same age and sex.

**PRE-EXISTING  
CONDITION**

Pre-existing condition means within the 12 month period prior to a Dependent's Effective Date an injury, sickness, or physical condition for which medical advice or treatment was recommended or received.

**TREATMENT**

Means consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

**BENEFITS**

If a Dependent is injured in an accident, we will provide the benefits contained in the Certificate under the Benefits Section. The appropriate benefit amounts we will pay for a Dependent are shown in the Dependent Benefit Schedule issued with this Rider.

**LIMITATIONS AND EXCLUSIONS**

**PRE-EXISTING  
CONDITION**

We will not pay benefits for any loss caused by a pre-existing condition; coverage for such condition will be excluded for 12 months after a Dependent's Effective Date.

[This Rider may have been issued as a replacement for a Rider previously issued to you under the Plan. If so, then the pre-existing condition limitation provision of this Rider will only exclude those conditions excluded by the former contract. This pre-existing condition limitation applies only to any increase in benefits over the prior Rider. Any remaining period of pre-existing condition limitation of the prior Rider will continue to apply to the prior level of benefits. Time spent under the former and present contract will be computed together to determine if a condition is still considered pre-existing.]

### **GENERAL PROVISIONS**

If your spouse's coverage is terminated because of annulment or divorce, or a dependent child's coverage is terminated because of marriage or attainment of the limiting age, we will still pay benefits for any accident which occurred while the Dependent was covered under this Rider.

### **TIME LIMIT ON CERTAIN DEFENSES**

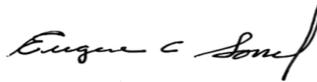
After this Rider has been in force for a period of two years it shall become incontestable as to the statements contained in the application.

### **CONTRACT**

This Rider is part of the Certificate, and will terminate when the Certificate terminates, or when premiums are no longer paid for this Rider.

This Rider is subject to all of the terms of the Certificate to which it is attached unless any such terms are inconsistent with the terms of this Rider.

Signed by the Company at its Home Office.



President

## DEPENDENT BENEFIT SCHEDULE

### High Option

#### SPOUSE AND CHILD

#### FRACTURES

Hip/thigh	\$4,000
Vertebrae	3,600
Pelvis	3,200
Skull (depressed)	3,000
Skull (simple)	1,400
Leg	2,400
Foot/ankle/knee cap	2,000
Forearm/hand	2,000
Lower jaw	1,600
Shoulder blade/collar bone	1,600
Upper arm/upper jaw	1,400
Facial bones (except teeth)	1,200
Vertebral processes	800
Coccyx/rib/finger/toe	320

#### DISLOCATIONS

Hip	2,700
Knee (not knee cap)	1,950
Shoulder	1,500
Foot/ankle	1,200
Hand	1,050
Lower jaw	900
Wrist	750
Elbow	600
Finger/toe	240

#### LACERATIONS

Over 6"	400
2" to 6"	200
Under 2"	50

Lacerations not requiring stitches 25

**CONCUSSIONS** 200

**COMA** 10,000

#### EMERGENCY DENTAL WORK

Repair with crown	150
Extraction	50

#### INJURIES REQUIRING SURGERY

##### Eye injuries

Requiring surgical repair	250
Removal of foreign body	50

<b>Tendons/ligaments</b>	
Single	400
Multiple	600

<b>Ruptured disc</b>	
Date of injury occurs during first certificate year	100
Date of injury occurs after first certificate year	400

<b>Torn knee cartilage</b>	
Date of injury occurs during first certificate year	100
Date of injury occurs after first certificate year	400

**Internal Injuries** 1,000

**Exploratory Surgery (without repair)** 250

**BURNS**

<b>Second Degree</b>	
Less than 10%	100
At least 10% but less than 25%	200
At least 25% but less than 35%	500
35% or more	1,000

<b>Third Degree</b>	
Less than 10%	500
At least 10% but less than 25%	3,000
At least 25% but less than 35%	7,000
35% or more	10,000

**SERVICES**

**Blood/plasma** 100

**Ambulance** 100

**Air ambulance** 500

<b>Transportation</b>	
Train or Plane	300
Bus	150

**Family Member Lodging** 100/per night  
Maximum Benefit - 30 days

**Prosthesis** 500

<b>Appliances</b>	100	
<b>Accident Follow-up Treatment</b>	25	
Maximum of 6 treatments per covered accident		
<b>Physical Therapy</b>	25	
Maximum of 6 treatments per covered accident		
<b>Wellness</b>	60	
Once per 12-month period		
<b>HOSPITAL ADMISSION</b>	\$1,000	
Payable once per calendar year		
<b>HOSPITAL CONFINEMENT</b>	\$200/day	
Maximum Benefit - 365 days		
0 Day elimination Period		
<b>HOSPITAL INTENSIVE CARE</b>	\$400/day	
Maximum Benefit - 30 days		
0 Day elimination Period		
	<b>SPOUSE</b>	<b>CHILD</b>
<b>Medical fees</b>		
Maximum per accident	125	75
<b>PARALYSIS</b>		
Four limbs (quadriplegia)	10,000	10,000
Two limbs (paraplegia)	5,000	5,000
<b>ACCIDENTAL DISMEMBERMENT</b>		
Loss of hand, foot or sight		
Single loss	2,500	1,250
Double loss	10,000	5,000
Loss of one or more finger or toe	500	250
Partial Amputation of finger or toe	100	100
<b>ACCIDENTAL DEATH</b>	10,000	5,000
<b>ACCIDENTAL COMMON CARRIER DEATH</b>	50,000	15,000

## DEPENDENT BENEFIT SCHEDULE

### Low Option

#### SPOUSE AND CHILD

#### FRACTURES

Hip/thigh	\$2,000
Vertebrae	1,800
Pelvis	1,600
Skull (depressed)	1,500
Skull (simple)	700
Leg	1,200
Foot/ankle/knee cap	1,000
Forearm/hand	1,000
Lower jaw	800
Shoulder blade/collar bone	800
Upper arm/upper jaw	700
Facial bones (except teeth)	600
Vertebral processes	400
Coccyx/rib/finger/toe	160

#### DISLOCATIONS

Hip	1,350
Knee (not knee cap)	975
Shoulder	750
Foot/ankle	600
Hand	525
Lower jaw	450
Wrist	375
Elbow	300
Finger/toe	120

#### LACERATIONS

Over 6"	200
2" to 6"	100
Under 2"	25
Lacerations not requiring stitches	25

#### CONCUSSIONS

100

#### COMA

5,000

#### EMERGENCY DENTAL WORK

Repair with crown	75
Extraction	25

#### INJURIES REQUIRING SURGERY

##### Eye injuries

Requiring surgical repair	125
Removal of foreign body	25

<b>Tendons/ligaments</b>	
Single	200
Multiple	300
<b>Ruptured disc</b>	
Date of injury occurs during first certificate year	50
Date of injury occurs after first certificate year	200
<b>Torn knee cartilage</b>	
Date of injury occurs during first certificate year	50
Date of injury occurs after first certificate year	200
<b>Internal Injuries</b>	500
<b>Exploratory Surgery (without repair)</b>	125
<b>BURNS</b>	
Second Degree	
Less than 10%	100
At least 10% but less than 25%	200
At least 25% but less than 35%	500
35% or more	1,000
Third Degree	
Less than 10%	500
At least 10% but less than 25%	3,000
At least 25% but less than 35%	7,000
35% or more	10,000
<b>SERVICES</b>	
<b>Blood/plasma</b>	100
<b>Ambulance</b>	50
<b>Air ambulance</b>	250
<b>Transportation</b>	
Train or Plane	150
Bus	75
<b>Family Member Lodging</b>	50/per night
Maximum Benefit - 30 days	
<b>Prosthesis</b>	250
<b>Appliances</b>	50

<b>Accident Follow-up Treatment</b>	12.50	
Maximum of 6 treatments per covered accident		
<b>Physician Therapy</b>	12.50	
Maximum of 6 treatments per covered accident		
<b>Wellness</b>	30	
Once per 12-month period		
<b>HOSPITAL ADMISSION</b>	500	
Payable once per calendar year		
<b>HOSPITAL CONFINEMENT</b>	\$100/day	
Maximum Benefit - 365 days		
0 Day elimination Period		
<b>HOSPITAL INTENSIVE CARE</b>	\$200/day	
Maximum Benefit - 30 days		
0 Day elimination Period		
	<b>SPOUSE</b>	<b>CHILD</b>
<b>Medical fees</b>		
Maximum per accident	62.50	37.50
<b>PARALYSIS</b>		
Four limbs (quadriplegia)	5,000	2,500
Two limbs (paraplegia)	2,500	1,250
<b>ACCIDENTAL DISMEMBERMENT</b>		
Loss of hand, foot or sight		
Single loss	1,250	625
Double loss	5,000	2,500
Loss of one or more finger or toe	250	125
Partial Amputation of finger or toe	100	100
<b>ACCIDENTAL DEATH</b>	5,000	2,500
<b>ACCIDENTAL COMMON CARRIER DEATH</b>	25,000	7,500

**DEPENDENT ACCIDENT RIDER SCHEDULE**

**Insured -  
Effective Date -  
Initial Premium -  
First Renewal Date-**

**Group Policy Number -  
Rider Number -  
Certificate Number-**

6915

Benefits for Accidents - Dependent Accident Coverage  
(See Dependent Benefit Schedule)



## CONTINENTAL AMERICAN INSURANCE COMPANY

2801 Devine Street, Columbia, South Carolina 29205  
800-433-3036

### Children Definition Rider

**This amendatory endorsement is applicable only to Member's who are residents of the State of Arkansas.**

This rider is a part of the document to which it is attached. Unless amended by this rider Policy, Certificate and Dependent Rider Definitions, Exclusions and Limitations, other term and provisions apply to this rider.

The definition of Children is deleted and replaced by the following:

**Children** means your natural children, step-children, foster children, legally adopted children or children placed for adoption, who are under age 26.

Your natural Children born after the Effective Date of this Rider will be covered from the moment of live birth. No notice or additional premium is required.

Newborn children are automatically covered under the terms of the Plan from the moment of birth. Adopted children are covered from the date of petition. If Employee or Employee/Spouse coverage is in force and an employee desires uninterrupted coverage for a newborn or adopted child, he must notify us in writing within 90 days of the child's birth or within 60 days from the date the petition is filed for adoption of a child. Coverage for newborn will be in effect through the 90<sup>th</sup> day. Coverage for adopted children will be in effect through the 60<sup>th</sup> day following the date of such event. Upon notification, we will advise him of the additional premium due.

If your children are covered under this Rider, it is not necessary for an employee to notify us of the birth of a child or the date the petition is filed for adoption of a child, and an additional premium payment will not be required.

Coverage on Children will terminate on the child's 26<sup>th</sup> birthday. However, if any child is incapable of self-sustaining employment due to mental retardation or physical handicap and is dependent on his parent(s) for support, the above age of twenty-six (26) shall not apply. Proof of such incapacity and dependency must be furnished to the Company.

This rider is subject to all of the terms of the document to which it is attached unless any such terms are inconsistent with the terms of this Rider.

Signed by the Company at its Home Office.

A handwritten signature in cursive script, appearing to read "Eugene C. Smith".

President



## CONTINENTAL AMERICAN INSURANCE COMPANY

2801 Devine Street, Columbia, South Carolina 29205  
800-433-3036

This Rider is a part of the Group Policy/Certificate to which it is attached. Unless amended by this Rider, Group Policy/Certificate Definitions, terms and other Provisions apply to this Rider.

### Continuation Privilege

When coverage would otherwise terminate under the Plan because you end membership with the policyholder, you may elect to continue your coverage. The coverage you may continue is that which you had on the date your membership terminated, including dependent coverage then in effect.

1. Coverage may not be continued for any of the following reasons:
  - a. the insured failed to pay any required premium;
  - b. [the insured having attained age 70;
  - c. ]the Group Policy terminates.
  
2. To keep your insurance in force the insured must:
  - a. make written application to the Company within 31 days after the date insurance would otherwise terminate; and
  - b. pay the required premium to the Company no later than 31 days after the date insurance would otherwise terminate.
  
3. Insurance will cease [on the earliest of these dates:
  - a. ]the date the you fail to pay any required premium[;
  - b. the date the Group Policy is terminated].

[In the event the Policyholder's cancels coverage or the Plan is closed for new enrollments, the Policy will remain in effect for the benefit of those who have continued their coverage under the portability provision prior to the policy cancellation date.]

[Portability will remain available during the notification period prior to the cancellation date of the coverage.]

If you qualify for this Portability Privilege as described, then the same benefits, Plan provisions, and premium rate as shown in the Group Policy/certificate as previously issued will apply.

Signed for the Company at its Home Office.

A handwritten signature in cursive script, appearing to read "Eugene C. Smith".

President

# APPLICATION FOR GROUP ACCIDENTAL INJURY INSURANCE

Application is hereby made to:



## CONTINENTAL AMERICAN INSURANCE COMPANY

2801 Devine Street, Columbia, South Carolina 29205  
(888)730-2244

By \_\_\_\_\_

of \_\_\_\_\_

for a Plan of Group Accidental Injury Insurance, and representations are made as follows:

1. Class of Employees Eligible for Coverage:

Regular full-time employees under age 70

Regular full-time employees under age 70 except \_\_\_\_\_

Other: \_\_\_\_\_

Full-time employee is one who works 30 hours or more per week. An employee must be Actively at Work on the date he applies and on the date his or her Group Accidental Injury Insurance is to become effective. An employee must have completed \_\_\_\_\_ months of continuous service before being eligible.

2. The minimum number of enrolled employees necessary to keep the Group Policy in force is \_\_\_\_\_

3. Effective Date:

The requested effective date of the Group Policy is \_\_\_\_\_

4. Optional Features:

\_\_\_\_\_  
\_\_\_\_\_

5. Will this Group Accidental Injury Policy replace any existing Group Accidental Injury Policy?

Yes

No

6. General Agreement:

The applicant agrees to transmit the total premiums under the group policy to Continental American Insurance Company at its Administrative Office when due. No agent or other person except an officer can make or change any contract or agreement on behalf of Continental American Insurance Company.

By	Date
Title	



CONTINENTAL AMERICAN  
INSURANCE COMPANY

**ENROLLMENT FORM**

Please Mail: Post Office Box 427  
Columbia, South Carolina 29202  
(800) 433-3036

FOR HOME OFFICE USE ONLY		
PLAN	PLAN CODE	ID NUMBER
<b>Accident</b>		
Endorsement:		
EFFECTIVE DATE:		

Employee Name/Owner (First, MI, Last)		S.S.N./ ID Number		Gender	Date of Birth
Street Address		City		State	Zip
Employer		Job Class	Location		Date of Hire
Hours Worked	Daytime Phone No.	Beneficiary Name / Relationship (estate unless designated otherwise)			
Spouse's Name (if coverage is requested)		Gender	Spouse Date of Birth		
				<b>Employee</b>	<b>Spouse</b>
Are you actively at work?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
Are you now hospitalized or unable to perform your normal duties and activities?					<input type="checkbox"/> YES <input type="checkbox"/> NO

**List all eligible children for whom you are proposing coverage (from Youngest to Oldest):**

Name	Gender	Date of Birth	Name	Gender	Date of Birth

**ACCIDENT**  24 Hour] [ Non-Occupational] Plan \_\_\_\_\_ [Section 125  Yes  No]  
 Employee [ Employee & Spouse] [ Employee & Children] [ Family] **Cost per pay period:** \$ \_\_\_\_\_

To the best of my knowledge and belief, the answers to the questions on this application are true and complete. They are offered to Continental American Insurance Company as the basis for any insurance issued.

- Does this coverage replace or change any existing insurance?  YES  NO
- If "Yes," provide carrier and policy number: \_\_\_\_\_

CERTIFICATION: I have read the completed application and I realize any false statement or misrepresentation in the application may result in loss of coverage under the certificate. I understand that no insurance will be in effect until my application is approved and the necessary premium is paid.

Coverage will not become effective unless you are actively at work on the date of the enrollment and the effective date of coverage.

I understand and agree that the coverage that I am applying for may have a pre-existing condition exclusion.

I authorize my employer to deduct the appropriate dollar amount from my earnings and to deduct and pay Continental American Insurance Company the premium required thereafter each pay period for my insurance.

Deduction start date \_\_\_\_\_

**Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.**

Date \_\_\_\_\_ Signature of Applicant \_\_\_\_\_

Date \_\_\_\_\_ Signature of Agent \_\_\_\_\_ Agent # \_\_\_\_\_ State of Enrollment \_\_\_\_\_

SERFF Tracking Number: CAIC-126895667 State: Arkansas  
 Filing Company: Continental American Insurance Company State Tracking Number: 47255  
 Company Tracking Number: 8024  
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
 Product Name: CDAOA Acc Advantage AR  
 Project Name/Number: CDAOA Acc Advantage AR/8024

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification	Approved-Closed	11/22/2010
<b>Comments:</b>		
<b>Attachments:</b>		
Readability Cert.pdf		
AR Life and Health Insurance Guaranty Association Notice.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Application	Approved-Closed	11/22/2010
<b>Comments:</b>		
Please see application under Form Schedule tab.		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Cover Letter	Approved-Closed	11/22/2010
<b>Comments:</b>		
<b>Attachment:</b>		
Cover Letter CDAOA Acc Adv AR.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> CDAOA Articles of Incorporation	Approved-Closed	11/22/2010
<b>Comments:</b>		
<b>Attachments:</b>		
1998 Articles of Incorporation AAOCPi.pdf		
2005-4 Amendment to Articles of Incorporation AAOCPi - XYZ.pdf		
2005-4 Certificates of Amendment of AAOCPi - XYZ.pdf		
2005-12 Amendment to Articles of Incorporation XYZ - CDAOA.pdf		
2005-12 Certificates of Amendment of XYZ - CDAOA.pdf		

SERFF Tracking Number: CAIC-126895667 State: Arkansas  
 Filing Company: Continental American Insurance Company State Tracking Number: 47255  
 Company Tracking Number: 8024  
 TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only  
 Product Name: CDAOA Acc Advantage AR  
 Project Name/Number: CDAOA Acc Advantage AR/8024

**Item Status:** Approved-Closed  
**Status Date:** 11/22/2010  
**Satisfied - Item:** CDAOA Bylaws  
**Comments:**  
**Attachments:**  
 2010 CDAOA - Cert of Sec. 1-1-10 FINAL.pdf  
 2010 CDAoA Amended Bylaws - 1 1 2010 FINAL.pdf

**Item Status:** Approved-Closed  
**Status Date:** 11/22/2010  
**Satisfied - Item:** AR Association Checklist  
**Comments:**  
**Attachments:**  
 aaAR Association Requirement Checklist.pdf  
 4026 GW booklet.pdf  
 4026 ITCP booklet.pdf  
 ARKANSAS.pdf  
 CDAoA 2009 Audited Fin..pdf

**Item Status:** Approved-Closed  
**Status Date:** 11/22/2010  
**Satisfied - Item:** Response Letter 11-17-2010  
**Comments:**  
**Attachment:**  
 Response Letter 11-17-2010.pdf

**Item Status:** Approved-Closed  
**Status Date:** 11/22/2010  
**Satisfied - Item:** Response Letter 11-19-2010  
**Comments:**  
**Attachment:**  
 Response Letter 11-19-2010.pdf



**READABILITY CERTIFICATION**

I, James J. Hennessy, hereby certify that the following form has the following readability score as calculated by the Flesch Reading Ease Test:

<b><u>Form</u></b>	<b><u>Readability Score</u></b>
ACA7700-MP-TX (6915)	46
ACA7700-CI-TX	44
ACA7700-DAR-TX	42
CAI0040ATX	47
CAI-PR-09TX Assoc	40

\_\_\_\_\_  
James J. Hennessy, AIRC, ACP, CCP  
Vice President, Compliance  
Continental American Insurance Company

\_\_\_\_\_  
November 8, 2010  
Date

**LIMITATIONS AND EXCLUSIONS UNDER THE  
ARKANSAS LIFE AND HEALTH INSURANCE  
GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

**DISCLAIMER**

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association  
c/o The Liquidation Division  
1023 West Capitol  
Little Rock, Arkansas 72201

Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.



November 8, 2010

Rosalind Minor  
Arkansas Department of Insurance  
1200 West 3rd Street  
Little Rock, AR 72201-1904

**Re: Continental American Insurance Company NAIC#71730 FEIN 57-0514130  
Consumers Direct Association of America (CDAOA)**

**Enclosed: Bylaws and Articles of Incorporation**

**Forms**

**ACA7700-MP-TX (6915)**

**CA7500-MA**

**ACA7700-CI-TX**

**ACA7700-DAR-TX**

**CAI0040ATX**

**CAI-PR-09TX Assoc**

**CA-2006-ACC**

**Association Group Master Policy – Info Only**

**Association Master Application – Info Only**

**Group Certificate**

**Dependent Accident Rider**

**Children Definition Rider**

**Continuation Privilege Rider**

**Enrollment Application**

Dear Ms. Minor:

We have a sales opportunity through an association called **Consumers Direct Association of America (CDAOA)** domiciled out of Texas. We are submitting the bylaws, articles of incorporation, and group certificate, riders and application for your review and approval. The master policy and master application are being filed for informational purposes. These forms were approved by the Texas Department of Insurance on 3/20/2007. We have researched this association and found it to be a valid, non-profit organization that is currently in good standing in Texas.

The Group Accidental Injury Plan offers a rider for dependent coverage. The coverage provides hospital benefits and accidental injury benefits for the member when injured in a covered accident.

Thank you for your consideration in this matter. If you have any questions please contact Cindy Lama at 888-730-2244 extension 4333 or [companycompliance@aflac.com](mailto:companycompliance@aflac.com) if you should need any additional information.

Sincerely,

James J. Hennessy, AIRC, ACP, CCP  
Vice President, Compliance  
/clc

Continental American Insurance Company  
2801 Devine Street • Columbia, SC 29205  
803.256.6265 phone • 888.730.2244 toll free • 877.572.5871 fax



# The State of Texas

Secretary of State

FEB. 27, 1998

*Gonzales*

WAYNE D. LAHLER, JR.  
6210 CAMPBELL RD., STE. 100  
DALLAS, TX 75248

RE:  
AMERICAN ASSOCIATION OF CERTIFIED PUBLIC INTERMEDIARIES

CHARTER NUMBER 01481234--01

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD THE ARTICLES OF INCORPORATION THAT CREATED YOUR CORPORATION. WE EXTEND OUR BEST WISHES FOR SUCCESS IN YOUR NEW VENTURE.

AS A CORPORATION, YOU ARE SUBJECT TO STATE TAX LAWS. SOME NON-PROFIT CORPORATIONS ARE EXEMPT FROM THE PAYMENT OF FRANCHISE TAXES AND MAY ALSO BE EXEMPT FROM THE PAYMENT OF SALES AND USE TAX ON THE PURCHASE OF TAXABLE ITEMS. IF YOU FEEL THAT UNDER THE LAW YOUR CORPORATION IS ENTITLED TO BE EXEMPT YOU MUST APPLY TO THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE EXEMPTION. THE SECRETARY OF STATE CANNOT MAKE SUCH DETERMINATION FOR YOUR CORPORATION.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.



VERY TRULY YOURS,

*Alberto R. Gonzales*

Alberto R. Gonzales, Secretary of State



The State of Texas  
Secretary of State

CERTIFICATE OF INCORPORATION

OF

AMERICAN ASSOCIATION OF CERTIFIED PUBLIC INTERMEDIARIES  
CHARTER NUMBER 01481234

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,  
HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE  
ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE  
FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE  
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS  
CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE  
THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF  
ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW,  
THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED FEB. 25, 1998

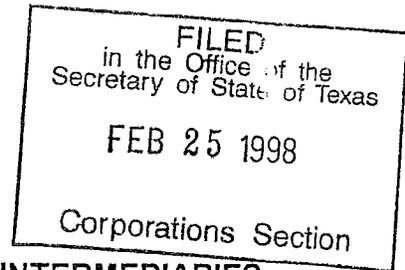
EFFECTIVE FEB. 25, 1998



A handwritten signature in cursive script, appearing to read "Alberto R. Gonzales".

Alberto R. Gonzales, Secretary of State

**ARTICLES OF INCORPORATION**  
**OF**



**AMERICAN ASSOCIATION OF CERTIFIED PUBLIC INTERMEDIARIES**

I, the undersigned natural person, of the age of eighteen (18) years or more, acting as incorporator of a corporation under the Texas Non-Profit Corporation Act, as amended, and pursuant to Article 1396-3.02, do hereby adopt the following Articles of Incorporation for such corporation:

**ARTICLE ONE**

The name of the corporation is **AMERICAN ASSOCIATION OF CERTIFIED PUBLIC INTERMEDIARIES** ("Corporation").

**ARTICLE TWO**

The Corporation is a non-profit corporation as provided in the Texas Non-Profit Corporation Act.

**ARTICLE THREE**

The period of the Corporation's duration is perpetual.

**ARTICLE FOUR**

The purposes for which the Corporation is organized are:

- a. to exercise all rights and powers conferred on non-profit corporations as provided in the Texas Non-Profit Corporation Act, as amended from time to time;
- b. to create state and national awareness of the purposes of the Corporation and to enhance the rights of the members to do business;
- c. to educate and make available to all members various discounted goods and services as they are offered to, or endorsed by, the Corporation;
- d. to educate all members about sound business practices and opportunities and to promote free enterprise; and
- e. to determine, approve and regulate all testing, licensing, programs and sponsors of initial and continuing education programs and certification requirements for members in order to maximize long-term benefits.

#### ARTICLE FIVE

No dividends, no part of the net earnings or income and no assets of the Corporation shall inure to the benefit of any member, director, officer or other private individual; provided, however, that reasonable compensation may be paid to its members, directors and officers for services rendered to or for the Corporation and expenses may be reimbursed or paid in furtherance of one or more of its purposes. Benefits may also be conferred upon its members in conformity with its purposes.

#### ARTICLE SIX

The Corporation shall not engage in any business which would disqualify it from being exempt from taxation under Sections 501(a) or 501(c)(3) of the Internal Revenue Code of 1986, as amended, and any regulations.

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate or intervene in (including the publication or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

#### ARTICLE SEVEN

In the event the Corporation is dissolved, the Board of Directors shall, after all liabilities and obligations of the Corporation are paid or provision is made therefor, adopt a plan for the distribution of the remaining assets of the Corporation to such organization or organizations organized and operated exclusively for charitable, religious, scientific, literary or educational purposes as shall at that time qualify as an exempt organization under Section 501(c)(3) of the Code.

#### ARTICLE EIGHT

Membership in the Corporation or Association shall be open to all persons, without discrimination, who are interested in the aims and purposes of the Corporation and who are otherwise qualified under the provisions set forth in the By-Laws of the Corporation.

#### ARTICLE NINE

The affairs of the Corporation shall be managed by the Board of Directors. The Board of Directors shall determine the class or classes of members in the Corporation and their qualifications and rights.

## ARTICLE TEN

The number of directors may be changed from time to time by amendment of the ByLaws of the Corporation, but in no event shall there be less than three (3) directors. The number of directors constituting the initial Board of Directors is three (3), and their names and addresses are as follows:

<u>Name</u>	<u>Address</u>
Patrick G. Berry	1801 Royal Ln., Ste. 704 Dallas, Texas 75229
Wayne D. Lawler, Jr.	6210 Campbell Road, Suite 100 Dallas, Texas 75248
J. Ross Hopkin	6210 Campbell Road, Suite 100 Dallas, Texas 75248

## ARTICLE ELEVEN

A director of the Corporation shall not be personally liable to the Corporation or its members for monetary damages for any act or omission in the director's capacity as a director, except that this Article does not authorize the elimination or limitation of the liability of a director to the extent the director is found liable for: (1) a breach of the director's duty of loyalty to the Corporation or its members; (2) an act or omission not in good faith that constitutes a breach of duty of the director to the Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law; (3) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or (4) an act or omission for which the liability of a director is expressly provided by an applicable statute.

## ARTICLE TWELVE

The Corporation shall indemnify any person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a director or officer of the Corporation against all reasonable expenses to the fullest extent that a corporation may grant indemnification to a director under the Texas Non-Profit Corporation Act, as the same exists or may hereafter be amended.

**ARTICLE THIRTEEN**

The street address of the initial registered office of the Corporation is **1801 Royal Ln., Ste. 704, Dallas, Texas 75229** and the name of its initial registered agent at such address is **Patrick G. Berry**.

**ARTICLE FOURTEEN**

The name and address of the incorporator of the Corporation is **Wayne D. Lawler, Jr., Attorney at Law, 6210 Campbell Road, Suite 100, Dallas, Texas 75248**, and his telephone number is **972-732-189, (fax)972-380-2949**.

Dated and executed this 23<sup>rd</sup> day of February, 1998.

  
\_\_\_\_\_  
Wayne D. Lawler, Jr.,  
Incorporator

ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
AMERICAN ASSOCIATION OF CERTIFIED PUBLIC INTERMEDIARIES

FILED  
In the Office of the  
Secretary of State of Texas  
APR 25 2005  
Corporations Section

Secretary of State File No. 0148123401

Pursuant to Articles 4.01-4.05 of the Texas Non-Profit Corporation Act, the undersigned, a duly appointed officer of the corporation, submits the following Articles of Amendment to the corporation's original Articles of Incorporation or any amendments made from time to time.

**FIRST:** The current name of the corporation is: **American Association of Certified Public Intermediaries.**

**SECOND:** The following amendment of the Articles of Incorporation was adopted by the corporation in the manner prescribed by the Texas Non-Profit Corporation Act:

1. ARTICLE ONE is amended to read as follows:

**ARTICLE ONE**

The name of the corporation is: **XYZ Association.**

2. ARTICLE FOUR is amended to read as follows:

**ARTICLE FOUR**

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

3. ARTICLE FIVE is amended to read as follows:

**ARTICLE FIVE**

No dividend shall be paid and no part of the income of the corporation shall be distributed to the members, directors or officers; provided, however, the corporation may pay compensation in a reasonable amount to its members, directors or officers for

services rendered or may confer benefits upon its members in conformity with its purposes.

4. ARTICLE SIX is amended to read as follows:

#### ARTICLE SIX

The corporation shall have members. The board of directors shall determine the class or classes of members in the corporation.

5. ARTICLE SEVEN is amended to read as follows:

#### ARTICLE SEVEN

Management of the affairs of the corporation is to be vested in its board of directors.

6. ARTICLE TEN is re-numbered as ARTICLE EIGHT and the original provisions of Article Eight are deleted in their entirety.

7. ARTICLE THIRTEEN is re-numbered as ARTICLE NINE and the original provisions of Article Nine are deleted in their entirety.

8. ARTICLE FOURTEEN is re-numbered as ARTICLE TEN and the original provisions of Article Ten are deleted in their entirety.

9. ARTICLE ELEVEN is deleted in its entirety.

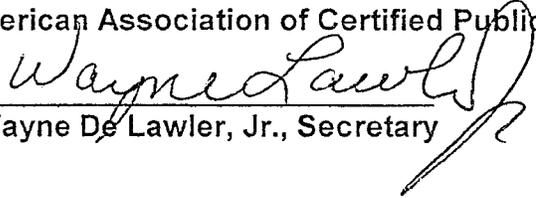
10. ARTICLE TWELVE is deleted in its entirety.

**THIRD:** The board of directors adopted a resolution setting forth the proposed amendment and directed that it be submitted to a vote at a meeting of members having voting rights. On March 21, 2005 a special meeting of members having voting rights was held for the purpose of adopting the proposed amendment. A quorum was present at such meeting and the amendment was adopted upon receiving at least two-thirds (2/3) of the votes which members present at such meeting in person or by proxy were entitled to cast.

#### XYZ ASSOCIATION

f/k/a American Association of Certified Public Intermediaries

By:

  
Wayne De Lawler, Jr., Secretary



## Office of the Secretary of State

### CERTIFICATE OF AMENDMENT OF

COPY

XYZ Association  
148123401

[formerly: AMERICAN ASSOCIATION OF CERTIFIED PUBLIC INTERMEDIARIES]

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 04/25/2005

Effective: 04/25/2005



A handwritten signature in cursive script that reads "Roger Williams".

Roger Williams  
Secretary of State

**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
XYZ ASSOCIATION**

**FILED**  
In the Office of the  
Secretary of State of Texas

DEC 19 2005

Secretary of State File No. 0148123401

**Corporations Section**

Pursuant to Articles 4.01-4.05 of the Texas Non-Profit Corporation Act, the undersigned, a duly appointed officer of the corporation, submits the following Articles of Amendment to the corporation's original Articles of Incorporation or any amendments made from time to time.

**FIRST:** The current name of the corporation is: **XYZ Association**

**SECOND:** The following amendment of the Articles of Incorporation was adopted by the corporation in the manner prescribed by the Texas Non-Profit Corporation Act:

1. ARTICLE ONE is amended to read as follows:

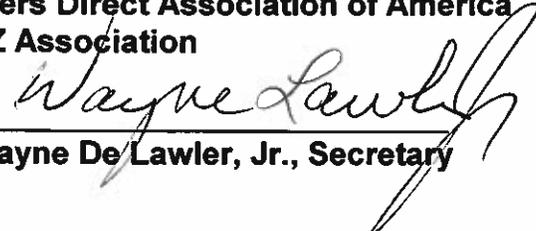
**ARTICLE ONE.  
NAME OF CORPORATION**

The name of the corporation is: **Consumers Direct Association of America**

**THIRD:** The board of directors adopted a resolution setting forth the proposed amendment and directed that it be submitted to a vote at a meeting of members having voting rights. On September 30, 2005 a special meeting of members having voting rights was held for the purpose of adopting the proposed amendment. A quorum was present at such meeting and the amendment was adopted upon receiving at least two-thirds (2/3) of the votes which members present at such meeting in person or by proxy were entitled to cast.

**Consumers Direct Association of America  
f/k/a XYZ Association**

By:

  
Wayne De Lawler, Jr., Secretary

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



**Roger Williams**  
Secretary of State

**Office of the Secretary of State**

**CERTIFICATE OF AMENDMENT  
OF**

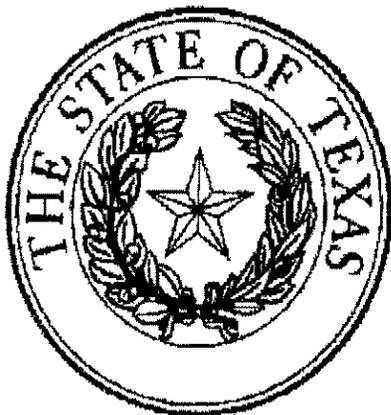
**Consumers Direct Association of America  
148123401**

[formerly: XYZ Association]

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 12/19/2005  
Effective: 12/19/2005



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams  
Secretary of State

CERTIFICATE OF SECRETARY

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

Dated and Effective January 1, 2010

Bruce E. Bernstein

Bruce Bernstein, Secretary

**AMENDED BYLAWS  
OF  
CONSUMERS DIRECT ASSOCIATION OF AMERICA**

**ARTICLE 1.  
PURPOSES AND POWERS**

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

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

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

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

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

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

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

**2.04 Change of Registered Office or Agent.** The corporation may change its registered office or change its registered agent, or both, upon filing in the office of the Secretary of State a statement setting forth such change. The change shall be authorized by the board of directors or by an officer so authorized by the

board of directors. The registered agent shall be agent of the corporation upon whom any process, notice or demand required or permitted by law to be served on the corporation may be served.

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

### **ARTICLE 3. MEMBERS**

**3.01 Qualification.** The Association shall have one or more classes of members. Membership in the corporation shall be open to any individual consumer eighteen (18) years of age or older or any entity that subscribes to the purposes of the corporation. Members shall have a shared or common interest of having a need for the education, benefits and/or services offered through the Association and shall adhere to the principles and objectives of the Association. The spouse and/or dependents of an active member may also be eligible for optional family membership benefits through the active member. The definition of "dependents" shall be set forth in the terms and conditions of the membership application or as determined by applicable state law.

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

**3.03 Classes of Members.** The designation of such classes and qualifications of the members shall be as follows:

- A. **Individual Members.** Any individual consumer 18 years of age or older who shares and adheres to the principles and objectives of the Association shall be eligible for membership. Individual Members shall pay the dues and other fees established from time to time by the Board of Directors to receive the benefits, programs and privileges of the Association. Individual Members shall have voting rights as hereinafter set forth.
- B. **Institutional Members.** Any business, firm, partnership, corporation, franchise, or other employer that shares and adheres to the principles and objectives of the Association shall be eligible for an Institutional Membership. Institutional Members shall pay the dues and other fees, if any, established from time to time by the Board of Directors to receive the benefits, programs and privileges of the Association. Institutional shall not have voting rights.

**B.1. Eligible Employees of Institutional Members.** Eligible Employees and those individuals who are licensed and contracted with, or otherwise under the control of an Institutional Member who share and adhere to the principles and objectives of the Association shall be eligible for membership. Eligibility shall be determined by the Institutional Member. Employees of an Institutional Member and

those individuals who are licensed and contracted with, or otherwise under the control of an Institutional Member shall receive the benefits, programs and privileges of the Association as agreed to by the Board of Directors and the Institutional Member and shall have voting rights as hereinafter set forth.

- C. **Reciprocal Association Sponsoring Members.** Any member of a bona fide association that shares and adheres to similar principles and objectives of this Association, and who by virtue of their membership in another reciprocal organization with which this Association has entered into an agreement to provide benefits shall be eligible for membership. Reciprocal Association Sponsoring Members shall pay the dues and other fees, if any, established from time to time by the Board of Directors to receive the benefits, programs and privileges of the Association.

Divisions within each class or classes of members and benefit package levels for each member a also be determined by the board of directors. The qualifications, rights and benefit package levels of each class of members or division of members may be changed at any time by the board of directors.

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

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

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

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

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

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

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

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

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

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

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

**4.01 Annual Meeting.** An annual meeting of the members shall be held each year on a day and hour to be selected by the Board of Directors for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. No further notice of annual meetings shall be required, although notice may be given. Failure to hold an annual meeting at the designated time does not result in the winding up and termination of the corporation. In the event the board of directors fails to call the annual meeting at the designated time, a member of the corporation may demand that the meeting be held within a reasonable time. The demand must be made in writing and sent to an officer of the corporation by registered mail. If the annual meeting is not called before the 6<sup>st</sup> day after the date of demand, a member may compel the holding of such annual meeting by legal action directed against the board of directors, and each of the extraordinary writs of common law and of courts of equity are available to the member to compel the holding of the meeting.

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

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

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

the original meeting. In addition, if a quorum is present at any meeting of the members, upon the affirmative vote of at least ten (10) members present and entitled to vote thereat, the meeting shall be adjourned for a period of thirty (30) days, without notice other than announcement at the meeting and at such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting.

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

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

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

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

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

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

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

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

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

**5.05 Annual Meetings.** A regular annual meeting of the board of directors shall be held at

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

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

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

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

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

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

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

**5.12 Vacancies.** Vacancies created by the death, resignation or removal of a director may be filled by the affirmative vote of a majority of the remaining directors then in office though less than a quorum, and each director so chosen shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. A director may be removed at any time, with or without cause, by a vote of a majority of the remaining directors. If there are no directors in office, then an election of directors may be held in the manner provided by law. Newly created directorships shall be filled by the board of directors by election at an annual meeting or special meeting called for that purpose, or in any other manner provided by law, the articles or these bylaws.

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

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

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

## **ARTICLE 6. OFFICERS**

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

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

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

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

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

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

**6.07 Vice-President.** In the absence of the president and executive vice president or in the event of their inability or refusal to act, the vice presidents, if any, in the order of their seniority, unless otherwise

determined by the board of directors, shall, perform the duties of the president, and when so acting, shall have all the power of and be subject to all the restrictions upon the president. A vice president shall perform such other duties as from time to time may be assigned to him by the president or by the board of directors.

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

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

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

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

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

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

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

## **ARTICLE 7. COMMITTEES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) By a majority vote of a quorum consisting of directors who at the time of the vote are not named defendants or respondents in the proceeding;

(b) If such a quorum cannot be obtained, by a majority vote of a committee of the board of directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceeding;

(c) By special legal counsel selected by the board of directors or a committee of the board by vote as set forth in subsection 1 or 2 of this section; or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors; or (d) by the members in a vote that excludes the vote of directors who are named defendants or respondents in the proceeding.

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

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

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

**9.10 Insurance.** The corporation may purchase and maintain insurance or enter into any other arrangement on behalf of any person who is or was a director, officer, employee or agent of the

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

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

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

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

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

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

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

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

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

## **ARTICLE 10. PROHIBITED ACTS**

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

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

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

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

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

**11.02 Application and Distribution of Assets.** If in the process of dissolution, all valid and legally enforceable liabilities and obligations of the corporation shall be paid, satisfied and discharged. In case the property and assets are not sufficient to satisfy or discharge all of the corporation's valid and legally enforceable liabilities and obligations, the corporation shall apply them so far as they will go to the just and equitable payment of the liabilities and obligations. Assets held by the corporation upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements. The remaining assets of the corporation shall be distributed only for tax exempt purposes to one or more organizations which are exempt under Section 501 (c)(3) of the Internal Revenue Code of 1986 or the corresponding section of any future federal tax code, or

which are described in Section 170(c)(J) or (2), Internal Revenue Code, under a plan of distribution adopted pursuant to applicable law. Any remaining assets not distributed under the plan of distribution shall be disposed of by a district court of the county in which corporation's principal office is located exclusively to one or more exempt organizations described above. Any distribution by the court shall be made in such manner as, in the judgment of the court, will best accomplish the general purposes for which the corporation was organized.

## **ARTICLE 12. GENERAL PROVISIONS**

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

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

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

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

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

**12.06 Waiver of Notice.** Notice of a meeting is not required to be given to a member, director or member of a committee if the person entitled to notice signs a written waiver of notice of the meeting, regardless of whether the waiver is signed before or after the time of the meeting. Attendance at a meeting constitutes a waiver of notice of such meeting, unless the person participates in or attends the meeting solely to object to the transaction of business at the meeting on the ground that the meeting was not lawfully called or convened.

**12.07 Action Without a Meeting.** An action required to be taken or that may be taken at a meeting of the corporation's directors or a committee may be taken without a meeting if a written consent, stating the action to be taken, is signed and dated by all of the directors or committee members. Such consent shall have the same force and effect as a unanimous vote.

**12.08 Interested Directors, Officers, Members.** A contract or transaction between the corporation and one or more of its directors, officers or members or between a corporation and any corporation, partnership, association or other organization in which one or more of its directors, officer or members are

directors, officers or members, or have a financial interest is not void or voidable solely for that reason, solely because the director, officer or member is present at or participates in the meeting of the board, committee or members that authorizes the contract or transaction, if the material facts as to the relationship or interest are disclosed or are known to the board, committee or members and the board, committee or members in good faith and with ordinary care authorizes the contract or transaction by the affirmative vote of a majority of the disinterested parties or the contract or transaction is fair to the corporation. Common or interested directors or members may not be counted in determining the presence of a quorum at a meeting of the board, committee or members that authorizes the contract or transaction. The minutes of all actions taken on such matters shall clearly reflect that these requirements have been fully set forth.

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

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

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

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

# AR Association Requirements

Before issuing a group accident and health insurance policy to an association, the association or its insurer on behalf of the association, must file with the Department proof that the association is a qualified group under Arkansas Code Annotated § 23-86-106(2)(A)(i)(ii)(iii). Approval of the association as a qualified group for insurance purposes will be determined upon receipt of the following information:

- 1. Name and address of the association.**  
**Consumers Direct Association of America, 14240 Proton Rd., Dallas, TX. 75244**  
**For the benefit of the ITC Program (Independent Trucking Contractor Program/Division of CDAoA)**
- 2. Is this association incorporated? YES If so, give state of incorporation. TEXAS**
- 3. Is there a current office in Arkansas? NO**
- 4. Does the Arkansas part of the organization have any officers, committees, or chapters? If so, give details. N/A**
- 5. Are annual dues charged? If so, specify amount. Yes- Two plan levels are offered. One specifically created for the 5450, 1099 contractor/owner operators “leased on” to Greatwide Logistics (Standard) at \$ 143.52 and all others ITCP for \$179.88.**
- 6. What are the specific activities of the association?**  
**Provide consumer savings and awareness through education and negotiated non-insurance discount programs. Provide availability and access to suitable medical and medically related benefits and services to members at efficient and reasonable cost. Provide customer service to assure quality and access. Provide website, medial, newsletters, group meetings, and call centers to effectively communicate members concerning these programs and purpose.**
- 7. What benefits are provided to the members in addition to insurance? ATTACH BROCHURES ON THE ASSOCIATION WHICH OUTLINES THE ADDITIONAL BENEFITS. (attached)**
- 8. What qualifies an individual for membership? The insurance carrier is filing this product for the benefit of the ITCP (Independent Trucking Contactor Program) For the purposes of the Independent Trucking Contractor Program/division of CDAoA, the member qualifies if they are a 1099 owner operator.**
- 9. How are members recruited? Members are recruited by contacting the Motor Carrier they are contracting with and explaining CDAoA’s Membership Program. With Motor Carrier approval CDAoA obtains the list of contracted 1099 drivers and communicate the availability of membership. This is accomplished by distributing materials through the motor carrier and sometimes by mail. If by mailing list, advise the source of this list. The leasing motor carrier.**

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

**Please consider this privileged information.**

<b>Last Name</b>	<b>First Name</b>	<b>Address1</b>	<b>Address2</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Plan Name</b>
ARMSTRONG	FRANK EDWARD	6509 HWY 21		CLARKSVILLE	AR	72830	Membership
BISHOP	JAMES ALONZO	PO BOX 6247		VAN BUREN	AR	72956	Membership
CARR	RICHIE	13 LAKEVIEW CIRCLE		CLARKSVILLE	AR	72830	Membership
Cook	Marvin	115 NE Dorothy Drive		Walnut Ridge	AR	72476	Membership
CRANE	SCOTT	133 E Carter Street		Batesville	AR	72501	Membership
Cross	James	9122 Old Graphic Road		Bulberry	AR	72947	Membership
Curran	Robert	17753 Luedecke Road		Gentry	AR	72734	Membership
Day	Lindon	Po Box 131		Alix	AR	72820	Membership
Duarte	Wilfredo	215 Raddles Ave		Springdale	AR	72764	Membership
GERMAN	CARL	PO BOX 273		KNOXVILLE	AR	72845	Membership
Gibson	Marion	PO Box 322		Walnut Ridge	AR	72476	Membership
HARTMAN	LELAND	617 LOONEY ROAD		CHARLESTON	AR	72933	Membership
Hathorn	Steven	24181 Hwy 74		Huntsville	AR	72740	Membership
Hernandez	Jose	4593 Spanish Bay Drive	apt. 104	Springdale	AR	72762	Membership
JACKSON	ROGER	14 Sears Street		CLARKSVILLE	AR	72830	Membership
JONES	MICHAEL	36 HICKORY BEND DR		CABOT	AR	72023	Membership
JUSTICE	TOM	191 CR 4131		CLARKSVILLE	AR	72830	Membership
Karimi	Afshin	PO Box 4858		Fayetteville	AR	72702	Membership
King	Gregory	22710 Highway 300		Roland	AR	72135	Membership
MCGINNIS	LANNY	5300 HWY 64 EAST		ALMA	AR	72921	Membership
Moore	Willie	105 Santa Faye Trail		Jacksonville	AR	72076	Membership
Morton	Larry	1560 Hwy 332		Prescott	AR	71857	Membership
NEWELL	JOHN	5482 SR 247		POTTSVILLE	AR	72858	Membership
Riley	Micheal	8 Quail Creek Court		Little Rock	AR	72206	Membership
Smith	Marcus	1 Falcon Court	Apt #6	Little Rock	AR	72210	Membership
SUVIAZ	AMADO	835 South Colonial Drive		Fayetteville	AR	72701	Membership
Tilton	Sandra	1555 Lyon Street		Batesville	AR	72501	Membership
TUCKER	JAMES EDWARD	1925 S. ROCHESTER		RUSSELLVILLE	AR	72801	Membership

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

**13. Does the association receive any compensation of any kind from the insurer issuing contracts to its members? NO**

**greatwide**<sup>TM</sup>  
LOGISTICS SERVICES

**AFFORDABLE  
HEALTHCARE  
SOLUTIONS**



see inside  
for details

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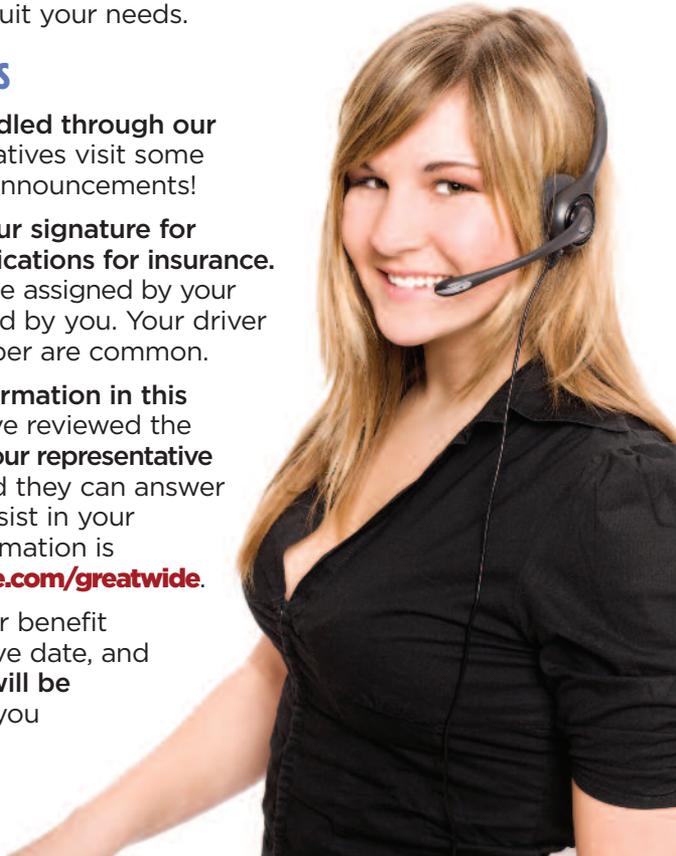
**AFFORDABLE HEALTHCARE SOLUTIONS. THIS ISN'T LIKE THE OTHER PLANS YOU'VE SEEN.** Check out the difference and participate in the open enrollment. Information about the program is included for your review, but a more detailed package is easy to access through the web or by making a phone call. **Try it!**

## Simple, Easy and Quick!

- Your enrollment period is now.
- New independent contractors will be able to enroll 30 days after their contract date.
- **Guaranteed Issue coverage**, modified Guaranteed Issue, and Simplified Issue are available to all new members and your only requirement is to say “yes” or “no” to the benefits offered.
- You can pick one, none, or **any combination of benefits** that best suit your needs.

## Enrollment Instructions

- **The enrollment is handled through our call center.** Representatives visit some terminals—watch for announcements!
- **A PIN will serve as your signature for membership and applications for insurance.** The PIN you use will be assigned by your motor carrier or created by you. Your driver number or truck number are common.
- **Please review the information in this booklet.** After you have reviewed the benefits and **rates call our representative at 1-877-517-8900** and they can answer your questions and assist in your enrollment. More information is available at **TruckerCare.com/greatwide.**
- **A confirmation** of your benefit elections, cost, effective date, and deduction start date **will be mailed or emailed** to you upon completion.



# Dear Prospective CDAoA Member,

An overview of the ITCP program is enclosed. Take a moment to review the benefits and services, so you can take full advantage of the valuable program set up for you and/or your family.

There are two types of benefits available to members: Those included in your CDAoA membership and those that can be obtained through the ITCP program, on a voluntary basis, for an additional premium.

## Included in Standard Membership for \$2.76/wk

- Coast-to-coast Vision Plan
- Travel Assistant
- Pharmacy Discount
- Diabetic Supplies
- Hearing Screening Plus Discount
- Movie Discount Tickets
- Dining Savings
- Hotel Discounts
- Golf Access

**This is NOT insurance.**

## Exclusive ITCP Insurance Options

- Individual Major Medical
- Group Hospital Indemnity Insurance\*
- Group Disability Income Insurance\*
- Life Insurance
- Group Accident Insurance\*
- Dental and Vision Insurance
- Group Critical Illness Insurance\*

All group insurance products are offered on a guaranteed issue, contingent guaranteed issue basis, or simplified issue basis. Individual major medical is fully underwritten.

**This is INSURANCE.**

Additional information is attached regarding each benefit listed above. If you wish to become a member, ITCP representatives will review all benefits and help you complete the necessary forms to activate membership. **Call now: 1-877-517-8900.** Thank you for your interest in the ITCP program and Consumers Direct Association of America (CDAoA).

### Disclosures: This plan is NOT insurance

\*The plan provides discounts at certain health care providers for medical services. The plan does not make payments directly to the providers of medical services. The plan member is obligated to pay for all health care services but will receive a discount from those healthcare providers who have contracted with the discount plan organization. Discount Medical Disclosures: **Travel Assist not available to resident of Connecticut, Oregon, Florida or Washington.** Pharmacy discounts are not insurance and are not intended as a substitute for insurance. **The discount is only available at participating pharmacies. This discount card program contains a 30-day cancellation period.**

Discount Medical Plan Organization: New Benefits, Ltd., Attn: Compliance Department, PO Box 671309, Dallas, TX 75367-1309. Internet website address to obtain participating providers, [www.locateproviders.com](http://www.locateproviders.com).

FL, LA, MD, ND, OK, SC, SD and TX residents: Member shall receive a full refund of membership fees, excluding registration fee, if membership is cancelled within the first 30 days (after effective date). AR and TN residents: A refund of all fees will be issued if membership is cancelled within the first 30 days. MA Residents: The plan is not insurance coverage and does not meet the minimum creditable coverage requirements under M.G.L. c. 111M and 956 CMR 5.00. The range of discounts for medical or ancillary services provided under the plan will vary depending on the type of provider and medical or ancillary services received in SC and SD. The discount medical card program makes available, before purchase and upon request, a list of program providers, including the name, city, state, and specialty of each program provider located in the cardholder's service area.

\*Underwritten by Continental American Insurance Company.

Membership  
\$11.96/mo or  
\$2.76/wk!

## The Independent Trucking Contractor Program in CDAoA includes various discounts and services listed below for you/your family.

**Coast-to-Coast Vision Plan:** Save 20–60% on eyeglasses and 10–40% on contacts, through mail order, save 10–30% on exams and surgery at participating providers. Members have access to over 12,000 independent retailers nationwide including Pearle and Lens Crafters.

**Travel Assistant:** Emergency evacuation benefits and broad travel assistance services when you and/or family are traveling 100 or more miles from your home and suffering from serious injury or illness. Knowing help is merely a phone call away anywhere in the world provides peace of mind.

**Pharmacy Discount:** Members and family save 10–60% at over 60,000 national chains. Conveniently organized into \$10, \$20, \$40, and “all other” tiers, in a convenient directory, to help consumers and their doctors pick the best Rx to fit their personal needs.

**Diabetic Supplies:** Many different product packages designed for everyday testing, priced from \$29.99/month to \$169.99/month, 60% off competitors’ retail prices.

**Hearing Screening Plus Discount: FREE SCREENING.** Receive a 15% discount on over 70 models of hearing aids at over 1,350 Beltone locations nationwide. Save 40–60% on over 100 additional name-brand hearing instruments through our direct-to-home delivery program. 45-day trial period and 30-day best price guarantee included.

**Movie Discount Tickets:** Discounts available nationwide at Lowes, Regal Cinema, UA, and more.

**Dining Savings:** Discounts of up to 50% at 20,000+ restaurants nationwide. National chain discounts at restaurants like Tony Roma’s, Mrs. Fields and Boston Market.

**Hotel Discounts:** Save up to 50% off standard rack rates at thousands of hotel properties around the world.

**Golf Access:** Save up to 50% on greens fees at over 2,000 courses throughout the U.S., including Hilton Head, Myrtle Beach, Pine Hurst and Palm Springs, plus courses in Canada, Ireland and Scotland. Save on driving ranges, golf lessons, stay-and-play packages, and golf vacation packages.



# ITCP Has You Covered

Two types of coverage are available to meet your individual budget:

## **Group Hospital Indemnity Coverage**

## **Individual Major Medical**

### **Group Hospital Indemnity Insurance** (applicable to policy series: A CA6500-MP)

The Hospital Indemnity plan helps members cut down on out-of-pocket health related costs.

The Hospital Indemnity plan provides benefits which:

- Make routine healthcare services, hospital stays and emergencies more affordable for those that cannot afford or do not have easy access to major medical or basic healthcare coverage's.
- Supplements and pays in addition to any existing health insurance coverage by providing additional indemnity benefits to assist with the out-of-pocket expenses associated with sickness or injury.

### **Hospital Indemnity Plan Features:**

- **Guaranteed Issue—No Health Questions Asked!**
- This plan has **NO** Pre-existing condition exclusion, **EXCEPT** Pregnancy. Pregnancy is **ONLY** covered if conception occurred **AFTER** the effective date.
- Provides benefits for expenses due to a covered injury or sickness
- Benefits are paid directly to you (unless you assign them to the doctor or hospital)
- Supplements and pays in addition to any other insurance program—no coordination of benefits.
- Available for members, spouse, and/or dependent children
- Three levels of coverage are available to meet your individual needs and budget



# Group Hospital Indemnity | Underwritten by Continental American Insurance Company

## Benefits:

	STANDARD	PREMIER	OPTIMUM
<b>Physician Office/Hospital Emergency Room Visit (per visit)</b> Pays amount shown if you have treatment as the result of a covered sickness for Physician's charges, Laboratory fees, X-rays and Injections/Medications.	<b>\$70</b> (8 visits a year)	<b>\$100</b> (12 visits a year)	<b>\$100</b> (12 visits a year)
<b>Hospital Confinement (per day)</b> When a covered person is confined within 6 months as a resident bed patient as the result of injuries received in a covered accident or because of a covered sickness; maximum of 30 days per year.	<b>\$500</b>	<b>\$700</b>	<b>\$1,000</b>
<b>Hospital Admission</b> This benefit is payable in the amount shown when you are admitted to the hospital and confined as a resident bed patient within 6 months because of injuries received in a covered accident or because of a covered sickness.	<b>\$500</b>	<b>\$1,000</b>	<b>\$2,000</b>
<b>Intensive Care Benefit (per day)</b> Up to 30 days per calendar year, if confined within 6 months due to covered accident or sickness.	<b>\$500</b>	<b>\$700</b>	<b>\$1,000</b>
<b>Surgical Benefit (up to)</b> Benefits paid for a surgical procedure as listed in the Surgical Schedule as a result of a covered accident or sickness. Anesthesia benefit is 25% of Surgical Benefit. If two or more surgical procedures are performed at the same time through the same or different incisions, only one benefit, the largest, will be provided.	<b>\$1,000</b>	<b>\$2,000</b>	<b>\$5,000</b>
<b>Outpatient Diagnostic Lab (per test)</b> 3 tests per calendar year. We will pay the amount shown for tests performed in an Outpatient Lab because of a covered sickness or injuries received in a covered accident. We will pay no more than 3 tests annually for each insured.	<b>\$150</b>	<b>\$250</b>	<b>\$300</b>
<b>Outpatient Diagnostic Tests</b> We will pay the amount shown for the following diagnostic procedures performed on an outpatient basis because of a covered sickness or injuries received in a covered accident: • Magnetic Resonance Imaging (MRI) • Computed Axial Tomography (CAT Scan) • X-ray We will pay no more than the amount shown per calendar year for each insured due to the above outpatient diagnostic procedures.	<b>\$100-MRI</b> <b>\$100-CT</b> <b>\$20-X-ray</b> up to <b>\$500</b>	<b>\$200-MRI</b> <b>\$200-CT</b> <b>\$40-X-ray</b> up to <b>\$1,00</b>	<b>\$300-MRI</b> <b>\$300-CT</b> <b>\$60-X-ray</b> up to <b>\$1,500</b>
<b>Outpatient Accident Expense (per accident—up to)</b> If you are injured in a covered accident and receive treatment in an outpatient facility from a physician within one year after the accident, we will pay up to the amount shown for actual expenses related to: emergency room services and supplies; appliances; physician services.	<b>\$500</b>	<b>\$500</b>	<b>\$500</b>
<b>Wellness Benefit</b> We will pay the benefit shown when you visit a doctor and are neither injured nor sick.	<b>\$100</b>	<b>\$150</b>	<b>\$200</b>
<b>Group Term Life (policy form series CAI9100TX)</b> Term life covers member, spouse and children. Member: \$10,000 Spouse: \$5,000 Children: \$2,500.	<b>included</b>	<b>included</b>	<b>included</b>
<b>Critical Illness Rider</b> First occurrence lump-sum benefit payable upon diagnosis of a covered critical illness. The critical illness benefit is payable only once during the insured's lifetime. Conditions include: Cancer, Heart Attack, Stroke, End Stage Renal Failure, Organ Transplant. The spouse coverage benefit is 50 % of the members benefit and dependent children coverage benefit is 25% of the members benefit.	<b>\$5,000</b>	<b>\$7,500</b>	<b>\$10,000</b>

**THIS IS NOT BASIC HEALTH INSURANCE OR MAJOR MEDICAL COVERAGE AND IS NOT DESIGNED AS A SUBSTITUTE FOR BASIC HEALTH INSURANCE OR MAJOR MEDICAL COVERAGE.**

# Additional Benefits | Available through Consumer Direct Association of America

<b>Benefits:</b>	<b>STANDARD</b>	<b>PREMIER</b>	<b>OPTIMUM</b>
<b>Prescription Drug</b> <ul style="list-style-type: none"> <li>■ \$15 generic co-pay plan</li> <li>■ Brand drugs are discount only.</li> <li>■ See plan enhancement on next page for complete review.</li> </ul>	<b>included</b>	<b>included</b>	<b>included</b>
<b>Networks-Galaxy Beechstreet</b> The Physician Visit/Hospital Network provides discounts on healthcare services at physicians' offices and hospitals. Save 10% to 40% at over 285,000 providers throughout the country, including family physicians, specialist, alternative care providers, facilities and hospitals.	<b>included</b>	<b>included</b>	<b>included</b>
<b>Accident Medical (AME)</b> Pay in excess of any valid and collectible insurance part of the expenses you are charged by a hospital, doctor, or certain other charges, up to a maximum of the amount listed if you are injured in a covered accident. Subject to a \$100 deductible. 30-day wait from effective date for coverage.	<b>\$5,000</b>	<b>\$5,000</b>	<b>\$5,000</b>
<b>Accidental Death and Dismemberment</b> Pays up to the benefit amount listed in the event of a member's death or dismemberment that resulted from a covered accident. 30-day wait from effective date for coverage.	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>
<b>TelaDoc™</b> TelaDoc is a national network of board certified physicians providing telephonic cross coverage consultations 24/7 when your primary care physician is not available. Consulting physicians use electronic health records (EHRs) to diagnose routine medical problems, recommend treatment and may prescribe short-term, non DEA controlled prescriptions, when appropriate. Members simply make a phone call and in most cases, speak to a physician in about 30 minutes (3 hours guaranteed). <b>TelaDoc™ Disclaimers:</b> TelaDoc does not replace the primary care physician. TelaDoc is not available in Oklahoma. TelaDoc does not guarantee that a prescription will be written and operates subject to state regulations. TelaDoc does not prescribe DEA controlled substances. TelaDoc physicians reserve the right to deny care for potential misuse of services. TelaDoc, Inc. © 2002-2010	<b>\$0 consult</b>	<b>\$0 consult</b>	<b>\$0 consult</b>
<b>Patient Advocacy \$2500 threshold</b> Medical Health Advisor helps members more easily navigate the complexities of the healthcare and insurance systems. Members can call a toll-free number and talk to their own Personal Health Advocate who helps work with them to resolve issues and problems that they encounter.	<b>included</b>	<b>included</b>	<b>included</b>
<b>Hearing</b> Free hearing test and save 15% on over 70 models of hearing aids at over 1,350 retail locations. Save 40% to 60% on over 100 makes and models of hearing aids through the mail order service.	<b>included</b>	<b>included</b>	<b>included</b>
<b>Travel Assist</b> Access a worldwide network of medical and travel assistance personnel and emergency evacuation benefits when suffering illness or injury over 100 miles from home (not available to CT, OR, FL or WA residents).	<b>included</b>	<b>included</b>	<b>included</b>

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# Plan Enhancements | Prescription Drug & GTL

The Generic Rx Plan outlined below is included with the Group Hospital Indemnity Plan when selected.

## A FULLY INSURED OUTPATIENT PRESCRIPTION DRUG CARD (State Specific)

Managed by **IDEALSCRIPTS**

The Group Hospital Indemnity Plans include this separate Co-Pay plan for outpatient generic prescription drugs purchased at participating pharmacies. The Ideal Scripts Plan utilizes an affordable generic formulary with a preferred drug list. The formulary is a list of all products available at one co-pay level. The preferred drug list contains generic products available at the co-pay level. Choose from over 50,000 pharmacies nationwide to provide you with broad access to pharmacy services. Please see the Plan Enhancements page for a list of covered services, weekly rates and states covered by the plan (Rx card not available in all states.) This is only a summary, please see the IdealScripts page for full details of the benefits.

### Blue States—Rx underwritten by Fidelity Security Life Insurance Company, managed by IdealScripts

\$15.00 Co-Pay For Generic Formulary  
\$1,000 Maximum Per Calendar Year

### Red States—Rx underwritten by Companion Life Insurance Company, managed by IdealScripts

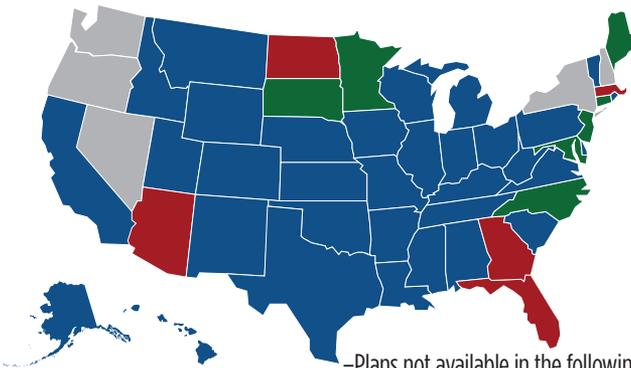
\$15.00 Co-Pay for Generic Formulary or 50% whichever is greater  
\$50.00 Deductible  
\$2400 Maximum Per Calendar Year/ \$200 Maximum Per Month

The Plan includes a separate Co-pay plan for outpatient generic prescription drugs purchased at participating pharmacies. The IdealScripts plan, utilizes an affordable generic formulary with a preferred drug list. The formulary is a list of all products available at one co-pay. The preferred drug list contains generic products available at lower co-pay levels.

**IDEALSCRIPTS**

### IdealScripts services include:

- Claims Adjudication
- National Pharmacy Networks
- Mail Order Services
- Online Reporting
- Internet Pharmacy Services
- Customer Service Center
- Preferred Drug Lists
- Clinical Services
- Querying Capabilities
- Coverage Levels vary by state



### Green States Group Term Life (GTL)

underwritten by Continental American Insurance Company

- Provides \$20,000 of Term Life Coverage for Members
- Coverage is Guaranteed Issue in states where RX is not available)

–Plans not available in the following states: NY, NV, NH, WA, and OR.

# Group Hospital Indemnity Insurance

Underwritten by Continental American Insurance Company

MONTHLY PREMIUMS	STANDARD	PREMIER	OPTIMUM
Member	\$139.99	\$194.61	\$257.58
Member and Spouse	\$243.26	\$347.97	\$467.46
Member and Children	\$211.43	\$287.21	\$363.86
Member and Family	\$311.72	\$438.27	\$568.79
WEEKLY PREMIUMS	STANDARD	PREMIER	OPTIMUM
Member	\$32.31	\$44.91	\$59.44
Member and Spouse	\$56.14	\$80.30	\$107.88
Member and Children	\$48.79	\$66.28	\$83.97
Member and Family	\$71.94	\$101.14	\$131.26

Premiums include insurance and non-insurance products (breakout available upon request). Voluntary rates shown.

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## Option II | Individual Major Medical

Major Medical is the most comprehensive type of medical program available. The Patient Protection and Affordability Care Act (Healthcare Reform), as currently written, will require all citizens to purchase this type of insurance by 2014. We offer a variety of plans through “top” insurers, all rated “A” or better by A.M. Best. Plan, deductible, and coinsurance choices assure that a plan can be designed to fit your needs and your wallet. Rates will vary based on plan design, who is covered, age, health, and zip code. We help you determine the right plan and assist you in the application process. Some sample rates and plans are shown as a reference.

Type	Age	Coverage	Deductible	Physician Copay	Lifetime Max	City, State	Rate (m)
Lifestyle Plan	45	Individual	\$2500	\$35	\$3 Million	Round Rock, TX	\$322.34
HSA Plan	50	Individual	\$5000	n/A	\$3 Million	Lakeland, FL	\$205.52
Co-pay Plan	38	Individual	\$1000	\$35	\$3 Million	Auburn, AL	\$198.69
100% after Ded.	45	Ind + SP	\$2500	n/a	\$3 Million	Tulsa, OK	\$343.01
Lifestyle Plan	40	Family	\$3200	\$35	\$3 Million	Roanoke, VA	\$678.14
Co-Pay Plan	55	Ind + SP	\$1500	\$35	\$3 Million	Clovis, NM	\$834.93
100% after Ded.	60	Individual	\$3750	n/a	\$3 Million	Yuba City, CA	\$645.41

We urge you pull your health history together; current and past prescriptions, current and past medical conditions, past hospitalizations, and doctor names. Then call our representatives to determine the best plan to match your needs and budget, then apply. Some determinations are immediate and others may take up to 10 days. While some of the regulations are taking effect now, the requirement to offer guaranteed issue coverage with no pre-existing condition clauses will not occur until 2014. Therefore, these plans are still medically underwritten, and you can be turned down. If, you are turned down, and you still want major medical, we will direct you to your state or federal high-risk pool.

The insurance exchanges, an alternative to traditional major medical, will not be available until 2014.

**Ask about our Lifestyle Health Plans that offer a 5-15% savings. A \$500 deductible credit** is provided to everyone who participates in the Healthy Quarters™ wellness program. Annual Physicals and preventive health benefits are included. Annual health risk assessments monitor health improvement.

# Group Critical Illness Insurance

Underwritten by Continental American Insurance Company

**Critical Illness Insurance** prepares you for the added costs of battling a critical illness. The benefit is lump-sum from \$5,000 to \$30,000 upon the diagnosis of a covered illness paid directly to the insured. Individual and family coverage is available. The first \$5,000 of coverage for the driver is guaranteed issue.

## Many people with a critical illness survive their life threatening battles.

Unfortunately, as the recovery process begins, people become aware of the medical bills that have piled up.

According to a recent Harvard Study, the average out-of-pocket costs exceeded \$13,000 in the first 90 days for those that had health insurance!

### ■ **First Occurrence, Lump Sum Benefits are payable upon initial diagnosis of a covered illness** or condition.

ITC member amounts are available from \$5,000 to \$30,000. Spousal coverage is available up to \$15,000 for a charge. Children are covered at 25% of the primary insured amount at no additional charge.

### ■ **Additional Occurrence Benefit.**

If an insured collects full benefits for a Critical Illness under the plan and later has one of the remaining covered illnesses, then **we pay the full benefit for each additional illness.** Occurrences must be separated by at least 6 months.

### ■ **Re-occurrence Benefit.** If you collect full benefits for covered condition and are later diagnosed with the same condition, **we will pay the full benefit again.** The two dates of diagnosis must be separated by at least 12 months or 12 months treatment free for cancer.

■ **\$50 Health Screening Benefit** (member and spouse only). We will pay this benefit once per calendar year. We will pay this benefit regardless of the results of the test. Please see your certificate for a complete list of tests.

## Covered Critical Illnesses\*

Illness Covered Under Plan	Percentage of Face Amount
Heart Attack	100%
Stroke	100%
Major Organ Transplant	100%
Renal Failure (end stage)	100%
Internal Cancer	100%
Carcinoma in situ**	25%
Coronary Artery Bypass Surgery**	25%

\*At age 70 benefits are reduced by 50%.

\*\*See limitations and exclusions in the back of this booklet.

## Sample Weekly Rates

Age	\$5,000	\$10,000	\$20,000	\$30,000
18-39	\$1.65	\$2.90	\$5.39	\$7.88
40-49	\$2.90	\$5.39	\$10.37	\$15.36
50-54	\$4.02	\$7.63	\$14.85	\$22.07
55-59	\$5.31	\$10.21	\$20.02	\$29.83
60-64	\$7.27	\$14.14	\$27.87	\$41.60

Plan not available in NY, NV, NH, WA, & OR

# Group Accident Plan\* | Underwritten by Continental American Insurance Company

- Guaranteed Issue—no health questions asked.
- Benefits do not reduce as you get older.
- Pays regardless of any other insurance you may have.

**Hospital Benefits** **Pays up to \$1,000.00**  
 Medical Fees, Hospital, Admission, Hospital Confinement, Hospital Intensive Care.

**Additional Benefits** **Pays up to \$1,000.00**  
 Ambulance, Air Ambulance, Blood, Plasma, Appliances, Internal Injuries, Accident, Follow Up Treatment, Exploratory Surgery, Prosthesis, Physical Therapy, Transportation, Family Lodging, Wellness.

**Fractures** **Pays up to \$6,000.00**  
 Hip/Thigh, Vertebrae, Pelvis, Skull, Leg, Forearm, Hand, Foot, Ankle, Kneecap, Shoulder Blade, Collar Bone, Lower Jaw, Upper Arm, Upper Jaw, Facial Bones, Vertebral Processes, Coccyx, Rib, Finger, Toe.

**Dislocations** **Pays up to \$4,000.00**  
 Hip, Knee, Shoulder, Foot, Ankle, Hand, Lower Jaw, Hand, Elbow, Finger, Toe.

**Burns** **Pays up to \$10,000.00**  
 2nd Degree, 3rd Degree.

**Lacerations** **Pays up to \$400.00**

**Specific Injury** **Pays up to \$10,000.00**  
 Ruptured Disc, Tendons, Ligaments, Torn Knee Cartridge, Eye Injuries, Concussions, Coma, Emergency Dental Work, Paralysis.

**Accidental Death & Dismemberment** **Pays up to \$100,000.00**  
 Accidental Death, Accidental Common Carrier Death (Plane, Train, or Bus), Single Dismemberment, Double Dismemberment, Loss of One or More Fingers or Toes, Partial Amputation of Fingers and Toes.

\*Check your certificate for a complete listing of benefits and benefit amounts. Plan not available in NY, NV, NH, WA, & OR

MONTHLY PREMIUMS		WEEKLY PREMIUMS	
Member	\$16.21	Member	\$3.74
Member and Spouse	\$23.18	Member and Spouse	\$5.35
Member and Children	\$30.90	Member and Children	\$7.13
Member and Family	\$37.87	Member and Family	\$8.74

# Group Disability Income Protection |

## Underwritten by Continental American Insurance Company

### Disability Income Protection

replaces your income in the event of a non-occupational accident or illness that causes you to miss work. Benefits start after 14 days out of work and continues up to 1 year. Coverage is for 50% of your income up to \$3,000/month. The first \$1500 of monthly benefit is guaranteed issue.



### Guaranteed Income During Illness . . .

- **Non-Occupational Coverage** Covers disability due to off-the-job injuries and sickness.
- **Total Disability** Pays the monthly benefit when a covered member is totally disabled and unable to work.
- **Elimination Period** Accident: 14 days or Sickness: 14 days
- **Benefit Duration** Maximum monthly benefit period: 12 months
- **Guaranteed Issue Amount** \$1500 per month
- **Minimum and Maximum Benefit** \$300 to \$3,000 (up to 50% of monthly income)

For a benefit of \$18,000 year or \$1500/monthly see the sample premiums. More or less coverage available—call or go online for more details!

AGE	PREMIUMS	
	Monthly	Weekly
18–49	\$50.40	\$11.63
50–59	\$66.60	\$15.37
60–69	\$99.00	\$22.85

Plan not available in NY, NV, NH, WA, & OR

# Group Term Life | Underwritten by KMG, Owned by Humana



**Term Insurance makes sense** during your working years. Most people are worried about paying off a mortgage, children’s education, or replacing income in the event of a premature death. It’s a fact, between 2003 and 2005 more than 38% of all deaths occurred among people between the ages of 25 and 64 (U.S. Census Bureau). Affordable term insurance, available in policy durations of 10 years, is part of the answer.

## Level Term Life Base Benefits

Life Benefit Amounts available to meet your personal needs from \$25,000 to \$200,000  
Automatically included:

- Double indemnity for accidental death.
- Terminal Illness “accelerated” Benefit at 50% of the Life Benefit Amount, is included.
- Waiver of Premium, if disabled.
- Issue Ages from 18-65, waiver of premium through age 55.
- No physical or exams required first \$100,000 of coverage if guaranteed issue. Up to \$200,000 simplified issue (Health Questions).
- Spouse and Children coverage is available.

### MONTHLY PREMIUMS

		Age					
Face Amount	Tobacco	35	40	45	50	55	60
\$25,000	No	\$9.01	\$11.53	\$13.78	\$20.02	\$25.78	\$34.75
	Yes	\$13.26	\$18.29	\$23.53	\$36.27	\$48.75	\$68.51
\$50,000	No	\$15.77	\$20.76	\$25.26	\$37.79	\$49.27	\$67.25
	Yes	\$24.27	\$34.28	\$44.76	\$70.24	\$95.25	\$134.77
		Age					
Face Amount	Tobacco	35	40	45	50	55	60
\$100,000	No	\$29.25	\$39.26	\$48.27	\$73.28	\$96.24	\$132.25
	Yes	\$46.28	\$66.26	\$87.27	\$138.23	\$188.24	\$267.24
\$200,000	No	\$47.28	\$67.25	\$85.28	\$135.29	\$181.26	\$253.28
	Yes	\$81.29	\$121.29	\$163.28	\$265.29	\$365.26	\$523.29

# Group Dental Plan

<b>Calendar year deductible</b>	<ul style="list-style-type: none"> <li>• Applied to basic and major services</li> <li>• Waived on preventive services</li> </ul>	\$50 individual \$150 family
<b>Annual maximum</b>	<ul style="list-style-type: none"> <li>• Applied to preventive, basic, and major services</li> </ul>	\$1,000
<b>Preventive services</b>	<ul style="list-style-type: none"> <li>• Oral examinations</li> <li>• Full mouth X-rays (once every 5 years)</li> <li>• Bitewing X-rays (1 set per calendar year)</li> <li>• Periapicals and other X-rays</li> <li>• Cleanings • Topical fluoride treatments</li> <li>• Sealants • Space maintainers</li> </ul>	100 percent no deductible
<b>Basic services</b>	<ul style="list-style-type: none"> <li>• Fillings</li> <li>• Denture repair and adjustments</li> <li>• Routine extractions</li> <li>• Emergency care for pain relief</li> <li>• Appliances for children</li> <li>• Prefabricated stainless steel crowns</li> </ul>	80 percent after deductible
<b>Major services</b>	<ul style="list-style-type: none"> <li>• Endodontics (root canal)</li> <li>• Periodontics (gum therapy)</li> <li>• Oral surgery • Inlays or onlays • Other crowns</li> <li>• Dentures (complete and partial)</li> <li>• Bridgework • Denture relines and rebases</li> </ul>	50 percent after deductible
<b>Orthodontia</b>	<ul style="list-style-type: none"> <li>• Covers child orthodontia</li> </ul>	12-month waiting period \$1,000 lifetime maximum benefit 50% no deductible

## RATES

Custom | Traditional Preferred | 100/80/50  
\$1000 Annual Maximum | Ortho Benefits

	MONTHLY	WEEKLY
Member	\$28.69	\$6.62
Member + Spouse	\$64.44	\$14.87
Member + Child(ren)	\$64.09	\$14.79
Member + Family	\$100.84	\$23.27

**TruckerCare.com/greatwide**  
or call 877-517-8900

# Group Vision Insurance

Vision care services	Visit a participating provider	Visit a nonparticipating provider
<b>Exam with dilation as necessary</b>	100% after copay	\$40 allowance
<b>Lenses</b>		
Single vision	100% after copay	\$20 allowance
Bifocal	100% after copay	\$40 allowance
Trifocal	100% after copay	\$60 allowance
Lenticular	100% after copay	\$100 allowance
<b>Frames</b>	\$45 wholesale frame allowance	\$45 retail allowance
<b>Contact lenses Elective</b> (conventional and disposable)	\$105 Contact lens allowance	\$105 Contact lens allowance
<b>Medically necessary "</b>	100%	\$210 allowance
<b>Frequency</b> (based on date of service)		
Examination	Once every 12 months	
Lenses or contact lenses	Once every 12 months	
Frame	Once every 24 months	
<b>Exam/material copay</b>	\$10/\$20	
<b>Wholesale frame allowance*</b>	\$90–\$135 approximate retail value	
<b>Contact lens allowance</b>	The contact lens allowance applies to professional services (evaluation and fitting fee) and materials. Members receive a 15% discount on professional services. The discount for professional services is available for 12 months after the covered eye exam.	

## Lasik and PRK

Members receive substantial reductions when procedures are done by network providers. Members can expect to pay no more than \$1,800 per eye for conventional Lasik procedures and \$2,300 per eye for custom Lasik or they can use designated TLC Vision Lasik Advantage Centers that have the following fixed prices:

- Conventional Lasik \$895 per eye
- Custom Lasik \$1,295 per eye
- Custom Lasik with IntraLase \$1,895 per eye

\* Retail costs may differ and are based on two to three times the wholesale cost. Actual savings may vary.

## Additional plan discounts

- Members receive additional fixed copayments on lens options including: anti-reflective and scratch-resistant coatings.
- Members also receive a 20% retail discount on a second pair of eye glasses. This discount is available for 12 months after the covered eye exam and available through the VCP network provider who sold the initial pair of eyeglasses.
- After copay, standard polycarbonate available at no charge for dependents less than 19 years old.

## How does the wholesale frame allowance work?

Benefits include a wholesale frame allowance. If the wholesale cost exceeds the frame allowance, members pay twice the wholesale difference. They never pay full retail.

## Rates

Custom | VisionCare Plan | 12/12/24

Frequency | \$10/\$20 Deductible

\$45 WFA/\$105 ECL      **MONTHLY**      **WEEKLY**

Member	\$7.76	\$1.79
Member + Spouse	\$12.30	\$2.84
Member + Child(ren)	\$12.57	\$2.90
Member + Family	\$19.98	\$4.61

# Limitations and Exclusions

## RX Exclusions Plan A

Prescription Drug benefits are not payable for the following items except as set forth above: 1. all over-the-counter products and medications unless shown under the definition of Prescription Drug. This includes, but is not limited to, electrolyte replacement, infant formulas, miscellaneous nutritional supplements and all other over-the-counter products and medications; 2. blood glucose meters; insulin injecting devices; 3. Depo-Provera; levonorgestrel; condoms, contraceptive sponges and spermicides; sexual dysfunction drugs; 4. biologicals (including allergy tests); blood products; growth hormones; hemophilia factors; MS injectables; immunizations; all other injectables unless shown under the definition of Prescription Drug; 5. Aerochamber, Aerochamber with Mask; Peak Flow Meter; all other medical supplies and durable medical equipment unless shown under the definition of Prescription Drug; 6. liquid nutritional supplements; pediatric Legend Drug vitamins; prenatal Legend Drug vitamins; prescribed versions of Vitamins A, D, K, B12, Folic Acid and Niacin used in treatment versus as a dietary supplement; all other Legend Drug vitamins and nutritional supplements; 7. Anorexiant; any cosmetic drugs including, but not limited to, Renova, skin pigmentation prep; any drugs or products used for the treatment of baldness; topical dental fluorides; 8. refills in excess of that specified by the prescribing Physician; or refills dispensed after one year from the original date of the prescription; 9. all newly marketed pharmaceuticals or currently marketed pharmaceuticals with a new FDA approved indication for a period of one year from such FDA approval for its intended indication; 10. any drug labeled "Caution - Limited by Federal Law for Investigational Use" or experimental drugs; 11. any drug that the FDA has determined to be contraindicated for the specific treatment; 12. drugs needed due to conditions caused, directly or indirectly, by an Insured Person taking part in a riot or other civil disorder; or the Insured Person taking part in the commission of a felony; 13. drugs needed due to conditions caused, directly or indirectly, by declared or undeclared war or an act of war; or drugs dispensed to an Insured Person while on active duty in any Armed Forces; 14. any expenses related to the administration of any drug; 15. needles or syringes unless shown under the definition of Prescription Drug; 16. drugs or medicines taken while in or administered by a hospital or any other health care facility or office; 17. drugs covered under Workers' Compensation, Medicare, Medicaid or other Governmental program; 18. drugs, medicines or products that are not Medically Necessary; 19. Brand Name Prescription Drugs; 20. Diaphragms; Erectile dysfunction Legend Drugs, unless specifically listed in the definition of Prescription Drug; Infertility Legend Drugs; 21. Epi-Pen, Epi-Pen Jr., Ana-Kit, Ana-Guard; Glucagon-auto injection; Imitrex-auto injection; or 22. smoking deterrents, Legend or over-the-counter.

## Limitations

Dispensing Limits and Authorized Refills - Retail: the lesser of a 30-day supply or specified unit doses.

Plan A Underwritten by Fidelity Security Life Insurance Company Policy Form Number M-9031. Some provisions, benefits, exclusions or limitations may vary by state. Not available in all states.

## RX Exclusions Plan B

1. All new generic drugs for the first 6 months. 2. Drugs covered under Workers' Compensation unless otherwise indicated. 3. Experimental or investigational medications. 4. Medication administered by a healthcare

provider or charges for the administration of such drug. 5. Medications administered while in a hospital or other care facility. 6. Medications that are used in research trials sponsored by their manufacturers or a government. 7. Medications or services furnished in a research trial, if the sponsor of the research trial furnishes the drugs or services without charge to any participant in the research trial. 8. Medications that do not require a prescription. 9. Medications that are not prescribed in writing or verbally by a physician. Plan B underwritten by Companion Life Insurance Company. Not available in all states.

## Group Disability (applicable to Policy series AGP5000TX 5/06)

Benefits will not be paid for disability due to: 1. Any act of war, declared or undeclared, insurrection, rebellion, or act of participation in a riot; 2. An intentionally self-inflicted injury; 3. A commission of, or attempt to commit, an assault, battery, or felony, or engagement in any illegal occupation; 4. Travel in, jumping or descent from any aircraft, except when a fare-paying passenger in a licensed passenger aircraft; 5. Mental or emotional disorders without demonstrable organic disease; 6. Alcoholism or drug addiction; 7. An injury arising from any employment; and 8. Injury or sickness covered by Worker's Compensation.

## Pre-existing Condition Limitation

We will not pay benefits for any period of Total Disability starting within 12 months of the Insured's Effective Date which is caused by, contributed to, or resulting from a Pre-existing Condition.

A claim for benefits starting after 12 months from the Effective Date of the member's coverage will not be reduced or denied on the grounds that it is caused by a pre-existing condition.

Pregnancy is a pre-existing condition if conception occurs before the effective date of the certificate.

Pre-existing condition means a sickness or physical condition which, within the 12-month period prior to the effective date of the certificate, either: 1. Resulted in the insured receiving medical advice or treatment; or 2. Caused symptoms for which an ordinarily prudent person would seek medical advice or treatment.

Treatment means consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicine.

## Group Hospital Indemnity (applicable to Policy Series: ACA6500-MP)

We will not pay benefits for loss contributed to, caused by, or resulting from: 1. War - participating in war or any act of war, declared or not, or participating in the armed forces of or contracting with any country or international authority. We will return the prorated premium for any period not covered by this certificate when you are in such service. 2. Suicide - committing or attempting to commit suicide, while sane or insane. 3. Self-inflicted Injuries - injuring or attempting to injure yourself intentionally. 4. Traveling - traveling more than 40 miles outside the territorial limits of the United States, Canada, Mexico, Puerto Rico, the Bahamas, Virgin Islands, Bermuda, and Jamaica. 5. Intoxication - being legally intoxicated, or being under the influence of any narcotic, unless such is taken under the direction of a physician. 6. Illegal Acts - participating or attempting to participate in an illegal activity, or working at an illegal job.

### **Group Critical Illness (applicable to policy series ACIZ100-MP TX)**

If diagnosis occurs after the age of 70, half of the benefit is payable.

The applicable benefit amount will be paid if: the date of diagnosis occurs while the certificate is in force; and the cause of the illness is not excluded by name or specific description.

Benefits will not be paid for loss due to: 1. Intentionally self-inflicted injury or action; 2. Suicide or attempted suicide while sane or insane; 3. Illegal activities or participation in an illegal occupation; 4. War, whether declared or undeclared or military conflicts, participation in an insurrection or riot, civil commotion or state of belligerence; 5. Substance abuse; or 6. Pre-existing conditions (except as stated below).

#### **Pre-existing Condition Limitation**

"Pre-existing Condition" means a sickness or physical condition which, within the 12-month period prior to an insured's effective date resulted in an insured receiving medical advice or treatment.

We will not pay benefits for any condition or illness starting within 12 months of the effective date which is caused by, contributed to, or resulting from a pre-existing condition. A claim for benefits for loss starting after 12 months from the effective date will not be reduced or denied on the grounds that it is caused by a pre-existing condition. A condition will no longer be considered pre-existing at the end of 12 consecutive months starting and ending after the effective date.

#### **Definitions**

##### **Treatment**

Means consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

##### **Major Organ Transplant**

Means undergoing surgery as a recipient of a transplant of a human heart, lung, liver, kidney, or pancreas.

##### **Myocardial Infarction (Heart Attack)**

Means the death of a portion of the heart muscle (myocardium) resulting from a blockage of one or more coronary arteries. Heart attack does not include any other disease or injury involving the cardiovascular system. Cardiac Arrest not caused by a myocardial infarction is not a heart attack. The diagnosis must include all of the following criteria: 1. New and serial Electrocardiographic (EKG) findings consistent with Myocardial Infarction; and 2. Elevation of cardiac enzymes above generally accepted laboratory levels of normal [in case of creatine phosphokinase (CPK), a CPK-MB measurement must be used]. 3. Confirmatory imaging studies such as thallium scans, MUGA scans, or stress ecocardiograms. 4. Chest Pain.

##### **Stroke**

Means Apoplexy (due to rupture or acute occlusion of a cerebral artery), or a cerebral vascular accident or incident, which is first manifested on or after the policy date. Stroke does not include Transient Ischemic Attacks and attacks of Vertebrobasilar Ischemia. We will pay a benefit for Stroke which produces permanent clinical neurological sequela persisting for at least 30 days following an initial diagnosis made after any applicable Waiting Period. We must receive evidence of the permanent neurological damage provided from Computed Axial Tomography (CAT scan)

or Magnetic Resonance Imaging (MRI). Stroke does not mean head injury, transient ischemic attack or chronic cerebrovascular insufficiency.

##### **Cancer**

Means a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of distant tissue. Cancer includes leukemia. Excluded are Cancers such as: 1. Pre-malignant tumors or polyps; 2. Carcinoma in Situ (non-invasive); 3. Any skin cancers except melanomas; 4. Stage I Hodgkin's Disease; 5. Stage A Prostate Cancer; 6. Melanoma that is diagnosed as Clark's Level I and II or Breslow less than .77 mm; 7. Basal cell carcinoma and squamous cell carcinoma of the skin.

Cancer which meets the diagnosis criteria of malignancy established by The American Board of Pathology after a study of the histocytologic architecture or pattern of the suspect tumor, tissue or specimen.

##### **Carcinoma in situ**

Means Cancer that is in the natural or normal place, confined to the site without having invaded neighboring tissue.

Cancer and/or carcinoma in situ must be diagnosed in one of two ways: 1. Pathological Diagnosis – A pathological diagnosis of cancer or carcinoma in situ is based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of diagnosis must be done by a certified pathologist whose diagnosis of malignancy is in keeping with the standards set by the American Board of Pathology. 2. Clinical Diagnosis – A clinical diagnosis of cancer or carcinoma in situ is based on the study of symptoms.

We will pay benefits for a clinical diagnosis only if: 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 doctor is treating the insured for cancer and/or carcinoma in situ.

##### **Renal Failure (Kidney Failure)**

Means the end stage renal failure presenting as chronic, irreversible failure of both of your kidneys to function. The Kidney failure must necessitate regular renal dialysis, hemo-dialysis or peritoneal dialysis (at least weekly); or which results in kidney transplantation. Renal failure is covered, provided it is not caused by a traumatic event, including surgical traumas.

##### **Coronary Artery Bypass Surgery**

Means undergoing open heart surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts, but excluding procedures such as, but not limited to balloon angioplasty, laser relief, stents or other non-surgical procedures.

### **Group Accident (applicable to Policy Series ACA7700-MP-TX)**

We will not pay benefits for loss contributed to, caused by, or resulting from: 1. Participating in war or any act of war, declared or not, or participating in the armed forces of any country or international authority. We will return the prorated premium for any period not covered when you are in such service. 2. Operating, learning to operate, serving as a crew member on, or jumping or falling from any aircraft, including those which are not motor-driven. 3. Participating or attempting to participate in an illegal activity or working at an illegal job. 4. Committing or attempting to commit suicide, while sane or insane. 5. Injuring or attempting to injure yourself intentionally. 6. Having any disease or bodily/mental illness or

degenerative process. We also will not pay benefits for any related medical/surgical treatment or diagnostic procedures for such illness. 7. Traveling more than 40 miles outside the territorial limits of the United States, Canada, Mexico, Puerto Rico, The Bahamas, Virgin Islands and Jamaica except under the Accidental Common Carrier Death Benefit. 8. Riding in or driving any motor-driven vehicle in a race, stunt show or speed test. 9. Participating in any professional or semi-professional organized sport. 10. Being legally intoxicated or under the influence of any narcotic unless taken on the advice of a physician. 11. Mountaineering using ropes and/or other equipment, parachuting or hang-gliding. 12. Having cosmetic surgery or other elective procedures that are not medically necessary or having dental treatment except as a result of covered accident.

**Non-Insurance Disclosures**

1. The products are not insurance; 2. The products provide discounts at certain health care providers for medical services; 3. The products do not make payments directly to the providers of medical services; 4. The plan member is obligated to pay for all health care services, but will receive a discount from those health care providers who have contracted with the network; 5. Providers are subject to change without notice and program may vary in some states. This is a membership program and may be dis-

continued or modified at any time.

These pages are a brief description of coverage and not a contract. Read your certificate carefully for exact terms and conditions. These products are subject to the terms, conditions, and limitations of policy form series AGP 5000-MP, ACI 2100-MP, ACA7700-MP-TX, ACA 6500-MP, AWL 9800-MPTX and CAI 1000-AJ608TX. Not available in all states.

**TruckerCare.com/greatwide  
or call 877-517-8900**

FOR INFORMATION OR TO ENROLL  
CALL TOLL FREE:  
**1-877-517-8900**

ADMINISTERED BY:

 **Worksite Benefits, Inc.**

**Toll Free: 1-877-517-8900**  
**TruckerCare.com/greatwide**

**GROUP ACCIDENT**  
**GROUP DENTAL & VISION**  
**GROUP LIFE INSURANCE**  
**INDIVIDUAL MAJOR MEDICAL**  
**GROUP HOSPITAL INDEMNITY**  
**GROUP CRITICAL ILLNESS**  
**GROUP DISABILITY**





# AFFORDABLE HEALTHCARE SOLUTIONS



see inside  
for details

CA16575TXITCP 8-10 B

**AFFORDABLE HEALTHCARE SOLUTIONS. THIS ISN'T LIKE THE OTHER PLANS YOU'VE SEEN.** Check out the difference and participate in the open enrollment. Information about the program is included for your review, but a more detailed package is easy to access through the web or by making a phone call. **Try it!**

## Simple, Easy and Quick!

- Your enrollment period is now.
- New independent contractors will be able to enroll 30 days after their contract date.
- **Guaranteed Issue coverage**, modified Guaranteed Issue, and Simplified Issue are available to all new members and your only requirement is to say “yes” or “no” to the benefits offered.
- You can pick one, none, or **any combination of benefits** that best suit your needs.

## Enrollment Instructions

- **The enrollment is handled through our call center.** Representatives visit some terminals—watch for announcements!
- **A PIN will serve as your signature for membership and applications for insurance.** The PIN you use will be assigned by your motor carrier or created by you. Your driver number or truck number are common.
- **Please review the information in this booklet.** After you have reviewed the benefits and **rates call our representative at 1-877-517-8900** and they can answer your questions and assist in your enrollment. More information is available at **TruckerCare.com**.
- **A confirmation** of your benefit elections, cost, effective date, and deduction start date **will be mailed or emailed** to you upon completion.

TruckerCare.com  
or call  
877-517-8900



# Dear Prospective CDAoA Member,

An overview of the ITCP program is enclosed. Take a moment to review the benefits and services, so you can take full advantage of the valuable program set up for you and/or your family.

There are two types of benefits available to members: Those included in your CDAoA membership and those that can be obtained through the ITCP program, on a voluntary basis, for an additional premium.

## Included in ITCP Membership for \$14.99/mo

- Legal Services
- Pharmacy Discounts
- Hotel Discounts
- Medical Supplies Service has been designed to offer members a convenient solution for ordering medical supplies and equipment
- Movie Discount Tickets
- VIP Health and Wellness
- Identity Protection

**This is NOT insurance.**

## Exclusive ITCP Insurance Options

- Individual Major Medical
- Group Hospital Indemnity Insurance\*
- Group Disability Income Insurance\*
- Life Insurance
- Group Accident Insurance\*
- Dental and Vision Insurance
- Group Critical Illness Insurance\*

All group insurance products are offered on a guaranteed issue, contingent guaranteed issue basis, or simplified issue basis. Individual major medical is fully underwritten.

**This is INSURANCE.**

Additional information is attached regarding each benefit listed above. If you wish to become a member, ITCP representatives will review all benefits and help you complete the necessary forms to activate membership. **Call now: 1-877-517-8900.** Thank you for your interest in the ITCP program and Consumers Direct Association of America (CDAoA).

### Disclosures: This plan is NOT insurance

\*The plan provides discounts at certain health care providers for medical services. The plan does not make payments directly to the providers of medical services. The plan member is obligated to pay for all health care services but will receive a discount from those healthcare providers who have contracted with the discount plan organization. Discount Medical Disclosures: **Travel Assist not available to resident of Connecticut, Oregon, Florida or Washington.** Pharmacy discounts are not insurance and are not intended as a substitute for insurance. **The discount is only available at participating pharmacies. This discount card program contains a 30-day cancellation period.**

Discount Medical Plan Organization: New Benefits, Ltd., Attn: Compliance Department, PO Box 671309, Dallas, TX 75367-1309. Internet website address to obtain participating providers, [www.locateproviders.com](http://www.locateproviders.com).

FL, LA, MD, ND, OK, SC, SD and TX residents: Member shall receive a full refund of membership fees, excluding registration fee, if membership is cancelled within the first 30 days (after effective date). AR and TN residents: A refund of all fees will be issued if membership is cancelled within the first 30 days. MA Residents: The plan is not insurance coverage and does not meet the minimum creditable coverage requirements under M.G.L. c. 111M and 956 CMR 5.00. The range of discounts for medical or ancillary services provided under the plan will vary depending on the type of provider and medical or ancillary services received in SC and SD. The discount medical card program makes available, before purchase and upon request, a list of program providers, including the name, city, state, and specialty of each program provider located in the cardholder's service area.

\*Underwritten by Continental American Insurance Company.

**Membership**  
**\$14.99/mo or**  
**\$3.46/wk!**

## **The Independent Trucking Contractor Program in CDAoA includes various discounts and services listed below for you/your family.**

**Legal Services:** Toll free access to a network of over 20,000 attorney's providing free and discounted legal services. 9 FREE SERVICES including phone and face-to-face consultations, document review (six pages or less), simple and living will preparation. Discounted fees for many additional services. Costs and filing fees additional, specific definitions apply.

**Pharmacy Discount:** Members and family save 10–60% at over 56,000 national chains. Conveniently organized into \$10, \$20, \$40, and “all other” tiers, in a convenient directory, to help consumers and their doctors pick the best Rx to fit their personal needs.

**Hotel Discounts:** Save up to 50% off standard rack rates at thousands of hotel properties around the world.

**Durable Medical Equipment:** Medical Supplies Service has been designed to offer members a convenient solution for ordering medical supplies and equipment.

**Movie Discount Tickets:** Discounts available nationwide at Lowes, Regal Cinema, UA, and more.

**Dining Savings:** Discounts of up to 50% at 20,000+ restaurants nationwide. National chain discounts at restaurants like Tony Roma's, Mrs. Fields and Boston Market.

**VIP Health and Wellness:** Members receive a 15% discount.

**Identity Protection:** Online identity protection, 24-hour live customer service, and personal recovery advocates to help protect credit reports, set fraud alerts, recovery plans, and discounted complete recovery hourly rates.



# ITCP Has You Covered

Two types of coverage are available to meet your individual budget:

## **Group Hospital Indemnity Coverage**

## **Individual Major Medical**

### **Group Hospital Indemnity Insurance** (applicable to policy series: A CA6500-MP)

The Hospital Indemnity plan helps members cut down on out-of-pocket health related costs.

The Hospital Indemnity plan provides benefits which:

- Make routine healthcare services, hospital stays and emergencies more affordable for those that cannot afford or do not have easy access to major medical or basic healthcare coverage's.
- Supplements and pays in addition to any existing health insurance coverage by providing additional indemnity benefits to assist with the out-of-pocket expenses associated with sickness or injury.

### **Hospital Indemnity Plan Features:**

- **Guaranteed Issue—No Health Questions Asked!**
- This plan has **NO** Pre-existing condition exclusion, **EXCEPT** Pregnancy. Pregnancy is **ONLY** covered if conception occurred **AFTER** the effective date.
- Provides benefits for expenses due to a covered injury or sickness
- Benefits are paid directly to you (unless you assign them to the doctor or hospital)
- Supplements and pays in addition to any other insurance program—no coordination of benefits.
- Available for members, spouse, and/or dependent children
- Three levels of coverage are available to meet your individual needs and budget



# Group Hospital Indemnity

Underwritten by Continental American Insurance Company

## Benefits:

	STANDARD	PREMIER	OPTIMUM
<b>Physician Office/Hospital Emergency Room Visit (per visit)</b> Pays amount shown if you have treatment as the result of a covered sickness for Physician's charges, Laboratory fees, X-rays and Injections/Medications.	\$70 (8 visits a year)	\$100 (12 visits a year)	\$100 (12 visits a year)
<b>Hospital Confinement (per day)</b> When a covered person is confined within 6 months as a resident bed patient as the result of injuries received in a covered accident or because of a covered sickness; maximum of 30 days per year.	\$500	\$700	\$1,000
<b>Hospital Admission</b> This benefit is payable in the amount shown when you are admitted to the hospital and confined as a resident bed patient within 6 months because of injuries received in a covered accident or because of a covered sickness.	\$500	\$1,000	\$2,000
<b>Intensive Care Benefit (per day)</b> Up to 30 days per calendar year, if confined within 6 months due to covered accident or sickness.	\$500	\$700	\$1,000
<b>Surgical Benefit (up to)</b> Benefits paid for a surgical procedure as listed in the Surgical Schedule as a result of a covered accident or sickness. Anesthesia benefit is 25% of Surgical Benefit. If two or more surgical procedures are performed at the same time through the same or different incisions, only one benefit, the largest, will be provided.	\$1,000	\$2,000	\$5,000
<b>Outpatient Diagnostic Lab (per test)</b> 3 tests per calendar year. We will pay the amount shown for tests performed in an Outpatient Lab because of a covered sickness or injuries received in a covered accident. We will pay no more than 3 tests annually for each insured.	\$150	\$250	\$300
<b>Outpatient Diagnostic Tests</b> We will pay the amount shown for the following diagnostic procedures performed on an outpatient basis because of a covered sickness or injuries received in a covered accident: • Magnetic Resonance Imaging (MRI) • Computed Axial Tomography (CAT Scan) • X-ray We will pay no more than the amount shown per calendar year for each insured due to the above outpatient diagnostic procedures.	\$100-MRI \$100-CT \$20-X-ray up to \$500	\$200-MRI \$200-CT \$40-X-ray up to \$1,00	\$300-MRI \$300-CT \$60-X-ray up to \$1,500
<b>Outpatient Accident Expense (per accident—up to)</b> If you are injured in a covered accident and receive treatment in an outpatient facility from a physician within one year after the accident, we will pay up to the amount shown for actual expenses related to: emergency room services and supplies; appliances; physician services.	\$500	\$500	\$500
<b>Wellness Benefit</b> We will pay the benefit shown when you visit a doctor and are neither injured nor sick.	\$100	\$150	\$200
<b>Group Term Life (policy form series CA19100TX)</b> Term life covers member, spouse and children. Member: \$10,000 Spouse: \$5,000 Children: \$2,500.	included	included	included
<b>Critical Illness Rider</b> First occurrence lump-sum benefit payable upon diagnosis of a covered critical illness. The critical illness benefit is payable only once during the insured's lifetime. Conditions include: Cancer, Heart Attack, Stroke, End Stage Renal Failure, Organ Transplant. The spouse coverage benefit is 50 % of the members benefit and dependent children coverage benefit is 25% of the members benefit.	\$5,000	\$7,500	\$10,000

THIS IS NOT BASIC HEALTH INSURANCE OR MAJOR MEDICAL COVERAGE AND IS NOT DESIGNED AS A SUBSTITUTE FOR BASIC HEALTH INSURANCE OR MAJOR MEDICAL COVERAGE.

# Additional Benefits | Available through Consumer Direct Association of America

<b>Benefits:</b>	<b>STANDARD</b>	<b>PREMIER</b>	<b>OPTIMUM</b>
<b>Prescription Drug</b> <ul style="list-style-type: none"> <li>■ \$15 generic co-pay plan</li> <li>■ Brand drugs are discount only.</li> <li>■ See plan enhancement on next page for complete review.</li> </ul>	<b>included</b>	<b>included</b>	<b>included</b>
<b>Networks-Galaxy Beechstreet</b> The Physician Visit/Hospital Network provides discounts on healthcare services at physicians' offices and hospitals. Save 10% to 40% at over 285,000 providers throughout the country, including family physicians, specialist, alternative care providers, facilities and hospitals.	<b>included</b>	<b>included</b>	<b>included</b>
<b>Accident Medical (AME)</b> Pay in excess of any valid and collectible insurance part of the expenses you are charged by a hospital, doctor, or certain other charges, up to a maximum of the amount listed if you are injured in a covered accident. Subject to a \$100 deductible. 30-day wait from effective date for coverage.	<b>\$5,000</b>	<b>\$5,000</b>	<b>\$5,000</b>
<b>Accidental Death and Dismemberment</b> Pays up to the benefit amount listed in the event of a member's death or dismemberment that resulted from a covered accident. 30-day wait from effective date for coverage.	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>
<b>TelaDoc™</b> TelaDoc is a national network of board certified physicians providing telephonic cross coverage consultations 24/7 when your primary care physician is not available. Consulting physicians use electronic health records (EHRs) to diagnose routine medical problems, recommend treatment and may prescribe short-term, non DEA controlled prescriptions, when appropriate. Members simply make a phone call and in most cases, speak to a physician in about 30 minutes (3 hours guaranteed). <b>TelaDoc™ Disclaimers:</b> TelaDoc does not replace the primary care physician. TelaDoc is not available in Oklahoma. TelaDoc does not guarantee that a prescription will be written and operates subject to state regulations. TelaDoc does not prescribe DEA controlled substances. TelaDoc physicians reserve the right to deny care for potential misuse of services. TelaDoc, Inc. © 2002-2010	<b>\$0 consult</b>	<b>\$0 consult</b>	<b>\$0 consult</b>
<b>Patient Advocacy \$2500 threshold</b> Medical Health Advisor helps members more easily navigate the complexities of the healthcare and insurance systems. Members can call a toll-free number and talk to their own Personal Health Advocate who helps work with them to resolve issues and problems that they encounter.	<b>included</b>	<b>included</b>	<b>included</b>
<b>Hearing</b> Free hearing test and save 15% on over 70 models of hearing aids at over 1,350 retail locations. Save 40% to 60% on over 100 makes and models of hearing aids through the mail order service.	<b>included</b>	<b>included</b>	<b>included</b>
<b>Travel Assist</b> Access a worldwide network of medical and travel assistance personnel and emergency evacuation benefits when suffering illness or injury over 100 miles from home (not available to CT, OR, FL or WA residents).	<b>included</b>	<b>included</b>	<b>included</b>

**THIS IS NOT BASIC HEALTH INSURANCE OR MAJOR MEDICAL COVERAGE AND IS NOT DESIGNED AS A SUBSTITUTE FOR BASIC HEALTH INSURANCE OR MAJOR MEDICAL COVERAGE.**



# Group Hospital Indemnity Insurance

Underwritten by Continental  
American Insurance  
Company

MONTHLY PREMIUMS	STANDARD	PREMIER	OPTIMUM
Member	\$139.99	\$194.61	\$257.58
Member and Spouse	\$243.26	\$347.97	\$467.46
Member and Children	\$211.43	\$287.21	\$363.86
Member and Family	\$311.72	\$438.27	\$568.79
WEEKLY PREMIUMS	STANDARD	PREMIER	OPTIMUM
Member	\$32.31	\$44.91	\$59.44
Member and Spouse	\$56.14	\$80.30	\$107.88
Member and Children	\$48.79	\$66.28	\$83.97
Member and Family	\$71.94	\$101.14	\$131.26

Premiums include insurance and non-insurance products (breakout available upon request). Voluntary rates shown.

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## Option II | Individual Major Medical

Major Medical is the most comprehensive type of medical program available. The Patient Protection and Affordability Care Act (Healthcare Reform), as currently written, will require all citizens to purchase this type of insurance by 2014. We offer a variety of plans through “top” insurers, all rated “A” or better by A.M. Best. Plan, deductible, and coinsurance choices assure that a plan can be designed to fit your needs and your wallet. Rates will vary based on plan design, who is covered, age, health, and zip code. We help you determine the right plan and assist you in the application process. Some sample rates and plans are shown as a reference.

Type	Age	Coverage	Deductible	Physician Copay	Lifetime Max	City, State	Rate (m)
Lifestyle Plan	45	Individual	\$2500	\$35	\$3 Million	Round Rock, TX	\$322.34
HSA Plan	50	Individual	\$5000	n/A	\$3 Million	Lakeland, FL	\$205.52
Co-pay Plan	38	Individual	\$1000	\$35	\$3 Million	Auburn, AL	\$198.69
100% after Ded.	45	Ind + SP	\$2500	n/a	\$3 Million	Tulsa, OK	\$343.01
Lifestyle Plan	40	Family	\$3200	\$35	\$3 Million	Roanoke, VA	\$678.14
Co-Pay Plan	55	Ind + SP	\$1500	\$35	\$3 Million	Clovis, NM	\$834.93
100% after Ded.	60	Individual	\$3750	n/a	\$3 Million	Yuba City, CA	\$645.41

We urge you pull your health history together; current and past prescriptions, current and past medical conditions, past hospitalizations, and doctor names. Then call our representatives to determine the best plan to match your needs and budget, then apply. Some determinations are immediate and others may take up to 10 days. While some of the regulations are taking effect now, the requirement to offer guaranteed issue coverage with no pre-existing condition clauses will not occur until 2014. Therefore, these plans are still medically underwritten, and you can be turned down. If, you are turned down, and you still want major medical, we will direct you to your state or federal high-risk pool.

The insurance exchanges, an alternative to traditional major medical, will not be available until 2014.

**Ask about our Lifestyle Health Plans that offer a 5-15% savings. A \$500 deductible credit** is provided to everyone who participates in the Healthy Quarters™ wellness program. Annual Physicals and preventive health benefits are included. Annual health risk assessments monitor health improvement.

# Group Critical Illness Insurance

Underwritten by Continental American Insurance Company

**Critical Illness Insurance** prepares you for the added costs of battling a critical illness. The benefit is lump-sum from \$5,000 to \$30,000 upon the diagnosis of a covered illness paid directly to the insured. Individual and family coverage is available. The first \$5,000 of coverage for the driver is guaranteed issue.

**Many people with a critical illness survive their life threatening battles.**

Unfortunately, as the recovery process begins, people become aware of the medical bills that have piled up.

According to a recent Harvard Study, the average out-of-pocket costs exceeded \$13,000 in the first 90 days for those that had health insurance!

- **First Occurrence, Lump Sum Benefits are payable upon initial diagnosis of a covered illness** or condition. ITC member amounts are available from \$5,000 to \$30,000. Spousal coverage is available up to \$15,000 for a charge. Children are covered at 25% of the primary insured amount at no additional charge.

- **Additional Occurrence Benefit.**

If an insured collects full benefits for a Critical Illness under the plan and later has one of the remaining covered illnesses, then **we pay the full benefit for each additional illness.** Occurrences must be separated by at least 6 months..

- **Re-occurrence Benefit.**

If you collect full benefits for covered condition and are later diagnosed with the same condition, **we will pay the full benefit again.** The two dates of diagnosis must be separated by at least 12 months or 12 months treatment free for cancer.

- **\$50 Health Screening Benefit**

(member and spouse only). We will pay this benefit once per calendar year. We will pay this benefit regardless of the results of the test. Please see your certificate for a complete list of tests.

### Covered Critical Illnesses\*

Illness Covered Under Plan	Percentage of Face Amount
Heart Attack	100%
Stroke	100%
Major Organ Transplant	100%
Renal Failure (end stage)	100%
Internal Cancer	100%
Carcinoma in situ**	25%
Coronary Artery Bypass Surgery**	25%

\*At age 70 benefits are reduced by 50%.

\*\*See limitations and exclusions in the back of this booklet.

### Sample Weekly Rates

Age	\$5,000	\$10,000	\$20,000	\$30,000
18-39	\$1.65	\$2.90	\$5.39	\$7.88
40-49	\$2.90	\$5.39	\$10.37	\$15.36
50-54	\$4.02	\$7.63	\$14.85	\$22.07
55-59	\$5.31	\$10.21	\$20.02	\$29.83
60-64	\$7.27	\$14.14	\$27.87	\$41.60

Plan not available in NY, NV, NH, WA, & OR

# Group Accident Plan\* | Underwritten by Continental American Insurance Company

- Guaranteed Issue—no health questions asked.
- Benefits do not reduce as you get older.
- Pays regardless of any other insurance you may have.

**Hospital Benefits** **Pays up to \$1,000.00**  
 Medical Fees, Hospital, Admission, Hospital Confinement, Hospital Intensive Care.

**Additional Benefits** **Pays up to \$1,000.00**  
 Ambulance, Air Ambulance, Blood, Plasma, Appliances, Internal Injuries, Accident, Follow Up Treatment, Exploratory Surgery, Prosthesis, Physical Therapy, Transportation, Family Lodging, Wellness.

**Fractures** **Pays up to \$6,000.00**  
 Hip/Thigh, Vertebrae, Pelvis, Skull, Leg, Forearm, Hand, Foot, Ankle, Kneecap, Shoulder Blade, Collar Bone, Lower Jaw, Upper Arm, Upper Jaw, Facial Bones, Vertebral Processes, Coccyx, Rib, Finger, Toe.

**Dislocations** **Pays up to \$4,000.00**  
 Hip, Knee, Shoulder, Foot, Ankle, Hand, Lower Jaw, Hand, Elbow, Finger, Toe.

**Burns** **Pays up to \$10,000.00**  
 2nd Degree, 3rd Degree.

**Lacerations** **Pays up to \$400.00**

**Specific Injury** **Pays up to \$10,000.00**  
 Ruptured Disc, Tendons, Ligaments, Torn Knee Cartridge, Eye Injuries, Concussions, Coma, Emergency Dental Work, Paralysis.

**Accidental Death & Dismemberment** **Pays up to \$100,000.00**  
 Accidental Death, Accidental Common Carrier Death (Plane, Train, or Bus), Single Dismemberment, Double Dismemberment, Loss of One or More Fingers or Toes, Partial Amputation of Fingers and Toes.

\*Check your certificate for a complete listing of benefits and benefit amounts. Plan not available in NY, NV, NH, WA, & OR

MONTHLY PREMIUMS		WEEKLY PREMIUMS	
Member	\$16.21	Member	\$3.74
Member and Spouse	\$23.18	Member and Spouse	\$5.35
Member and Children	\$30.90	Member and Children	\$7.13
Member and Family	\$37.87	Member and Family	\$8.74

# Group Disability Income Protection |

Underwritten by Continental American Insurance Company

## Disability Income Protection

replaces your income in the event of a non-occupational accident or illness that causes you to miss work. Benefits start after 14 days out of work and continues up to 1 year. Coverage is for 50% of your income up to \$3,000/month. The first \$1500 of monthly benefit is guaranteed issue.



## Guaranteed Income During Illness . . .

### ■ Non-Occupational Coverage

Covers disability due to off-the-job injuries and sickness.

- **Total Disability** Pays the monthly benefit when a covered member is totally disabled and unable to work.

- **Elimination Period** Accident:14 days or Sickness: 14 days

- **Benefit Duration** Maximum monthly benefit period: 12 months

- **Guaranteed Issue Amount** \$1500 per month

- **Minimum and Maximum Benefit** \$300 to \$3,000 (up to 50% of monthly income)

For a benefit of \$18,000 year or \$1500/monthly see the sample premiums. More or less coverage available—call or go online for more details!

AGE	PREMIUMS	
	Monthly	Weekly
18–49	\$50.40	\$11.63
50–59	\$66.60	\$15.37
60–69	\$99.00	\$22.85

Plan not available in NY, NV, NH, WA, & OR

# Group Term Life | Underwritten by KMG, Owned by Humana



**Term Insurance makes sense** during your working years. Most people are worried about paying off a mortgage, children’s education, or replacing income in the event of a premature death. It’s a fact, between 2003 and 2005 more than 38% of all deaths occurred among people between the ages of 25 and 64 (U.S. Census Bureau). Affordable term insurance, available in policy durations of 10 years, is part of the answer.

## Level Term Life Base Benefits

Life Benefit Amounts available to meet your personal needs from \$25,000 to \$200,000  
Automatically included:

- Double indemnity for accidental death.
- Terminal Illness “accelerated” Benefit at 50% of the Life Benefit Amount, is included.
- Waiver of Premium, if disabled.
- Issue Ages from 18-65, waiver of premium through age 55.
- No physical or exams required first \$100,000 of coverage if guaranteed issue. Up to \$200,000 simplified issue (Health Questions).
- Spouse and Children coverage is available.

### MONTHLY PREMIUMS

		Age					
Face Amount	Tobacco	35	40	45	50	55	60
\$25,000	No	\$9.01	\$11.53	\$13.78	\$20.02	\$25.78	\$34.75
	Yes	\$13.26	\$18.29	\$23.53	\$36.27	\$48.75	\$68.51
\$50,000	No	\$15.77	\$20.76	\$25.26	\$37.79	\$49.27	\$67.25
	Yes	\$24.27	\$34.28	\$44.76	\$70.24	\$95.25	\$134.77
		Age					
Face Amount	Tobacco	35	40	45	50	55	60
\$100,000	No	\$29.25	\$39.26	\$48.27	\$73.28	\$96.24	\$132.25
	Yes	\$46.28	\$66.26	\$87.27	\$138.23	\$188.24	\$267.24
\$200,000	No	\$47.28	\$67.25	\$85.28	\$135.29	\$181.26	\$253.28
	Yes	\$81.29	\$121.29	\$163.28	\$265.29	\$365.26	\$523.29

# Group Dental Plan

<b>Calendar year deductible</b>	<ul style="list-style-type: none"> <li>• Applied to basic and major services</li> <li>• Waived on preventive services</li> </ul>	\$50 individual \$150 family
<b>Annual maximum</b>	<ul style="list-style-type: none"> <li>• Applied to preventive, basic, and major services</li> </ul>	\$1,000
<b>Preventive services</b>	<ul style="list-style-type: none"> <li>• Oral examinations</li> <li>• Full mouth X-rays (once every 5 years)</li> <li>• Bitewing X-rays (1 set per calendar year)</li> <li>• Periapicals and other X-rays</li> <li>• Cleanings • Topical fluoride treatments</li> <li>• Sealants • Space maintainers</li> </ul>	100 percent no deductible
<b>Basic services</b>	<ul style="list-style-type: none"> <li>• Fillings</li> <li>• Denture repair and adjustments</li> <li>• Routine extractions</li> <li>• Emergency care for pain relief</li> <li>• Appliances for children</li> <li>• Prefabricated stainless steel crowns</li> </ul>	80 percent after deductible
<b>Major services</b>	<ul style="list-style-type: none"> <li>• Endodontics (root canal)</li> <li>• Periodontics (gum therapy)</li> <li>• Oral surgery • Inlays or onlays • Other crowns</li> <li>• Dentures (complete and partial)</li> <li>• Bridgework • Denture relines and rebases</li> </ul>	50 percent after deductible
<b>Orthodontia</b>	<ul style="list-style-type: none"> <li>• Covers child orthodontia</li> </ul>	12-month waiting period \$1,000 lifetime maximum benefit 50% no deductible

## RATES

Custom | Traditional Preferred | 100/80/50  
\$1000 Annual Maximum | Ortho Benefits

	MONTHLY	WEEKLY
Member	\$28.69	\$6.62
Member + Spouse	\$64.44	\$14.87
Member + Child(ren)	\$64.09	\$14.79
Member + Family	\$100.84	\$23.27

**TruckerCare.com**  
or call  
**877-517-8900**

# Group Vision Insurance

Vision care services	Visit a participating provider	Visit a nonparticipating provider
<b>Exam with dilation as necessary</b>	100% after copay	\$40 allowance
<b>Lenses</b>		
Single vision	100% after copay	\$20 allowance
Bifocal	100% after copay	\$40 allowance
Trifocal	100% after copay	\$60 allowance
Lenticular	100% after copay	\$100 allowance
<b>Frames</b>	\$45 wholesale frame allowance	\$45 retail allowance
<b>Contact lenses Elective</b> (conventional and disposable)	\$105 Contact lens allowance	\$105 Contact lens allowance
<b>Medically necessary "</b>	100%	\$210 allowance
<b>Frequency</b> (based on date of service)		
Examination	Once every 12 months	
Lenses or contact lenses	Once every 12 months	
Frame	Once every 24 months	
<b>Exam/material copay</b>	\$10/\$20	
<b>Wholesale frame allowance*</b>	\$90–\$135 approximate retail value	
<b>Contact lens allowance</b>	The contact lens allowance applies to professional services (evaluation and fitting fee) and materials. Members receive a 15% discount on professional services. The discount for professional services is available for 12 months after the covered eye exam.	

## Lasik and PRK

Members receive substantial reductions when procedures are done by network providers. Members can expect to pay no more than \$1,800 per eye for conventional Lasik procedures and \$2,300 per eye for custom Lasik or they can use designated TLC Vision Lasik Advantage Centers that have the following fixed prices:

- Conventional Lasik \$895 per eye
- Custom Lasik \$1,295 per eye
- Custom Lasik with IntraLase \$1,895 per eye

\* Retail costs may differ and are based on two to three times the wholesale cost. Actual savings may vary.

## Additional plan discounts

- Members receive additional fixed copayments on lens options including: anti-reflective and scratch-resistant coatings.
- Members also receive a 20% retail discount on a second pair of eye glasses. This discount is available for 12 months after the covered eye exam and available through the VCP network provider who sold the initial pair of eyeglasses.
- After copay, standard polycarbonate available at no charge for dependents less than 19 years old.

## How does the wholesale frame allowance work?

Benefits include a wholesale frame allowance. If the wholesale cost exceeds the frame allowance, members pay twice the wholesale difference. They never pay full retail.

## Rates

Custom | VisionCare Plan | 12/12/24

Frequency | \$10/\$20 Deductible

\$45 WFA/\$105 ECL      **MONTHLY**      **WEEKLY**

Member	\$7.76	\$1.79
Member + Spouse	\$12.30	\$2.84
Member + Child(ren)	\$12.57	\$2.90
Member + Family	\$19.98	\$4.61

# Limitations and Exclusions

## RX Exclusions Plan A

Prescription Drug benefits are not payable for the following items except as set forth above: 1. all over-the-counter products and medications unless shown under the definition of Prescription Drug. This includes, but is not limited to, electrolyte replacement, infant formulas, miscellaneous nutritional supplements and all other over-the-counter products and medications; 2. blood glucose meters; insulin injecting devices; 3. Depo-Provera; levonorgestrel; condoms, contraceptive sponges and spermicides; sexual dysfunction drugs; 4. biologicals (including allergy tests); blood products; growth hormones; hemophilia factors; MS injectables; immunizations; all other injectables unless shown under the definition of Prescription Drug; 5. Aerochamber, Aerochamber with Mask; Peak Flow Meter; all other medical supplies and durable medical equipment unless shown under the definition of Prescription Drug; 6. liquid nutritional supplements; pediatric Legend Drug vitamins; prenatal Legend Drug vitamins; prescribed versions of Vitamins A, D, K, B12, Folic Acid and Niacin used in treatment versus as a dietary supplement; all other Legend Drug vitamins and nutritional supplements; 7. Anorexiant; any cosmetic drugs including, but not limited to, Renova, skin pigmentation prep; any drugs or products used for the treatment of baldness; topical dental fluorides; 8. refills in excess of that specified by the prescribing Physician; or refills dispensed after one year from the original date of the prescription; 9. all newly marketed pharmaceuticals or currently marketed pharmaceuticals with a new FDA approved indication for a period of one year from such FDA approval for its intended indication; 10. any drug labeled "Caution - Limited by Federal Law for Investigational Use" or experimental drugs; 11. any drug that the FDA has determined to be contraindicated for the specific treatment; 12. drugs needed due to conditions caused, directly or indirectly, by an Insured Person taking part in a riot or other civil disorder; or the Insured Person taking part in the commission of a felony; 13. drugs needed due to conditions caused, directly or indirectly, by declared or undeclared war or an act of war; or drugs dispensed to an Insured Person while on active duty in any Armed Forces; 14. any expenses related to the administration of any drug; 15. needles or syringes unless shown under the definition of Prescription Drug; 16. drugs or medicines taken while in or administered by a hospital or any other health care facility or office; 17. drugs covered under Workers' Compensation, Medicare, Medicaid or other Governmental program; 18. drugs, medicines or products that are not Medically Necessary; 19. Brand Name Prescription Drugs; 20. Diaphragms; Erectile dysfunction Legend Drugs, unless specifically listed in the definition of Prescription Drug; Infertility Legend Drugs; 21. Epi-Pen, Epi-Pen Jr., Ana-Kit, Ana-Guard; Glucagon-auto injection; Imitrex-auto injection; or 22. smoking deterrents, Legend or over-the-counter.

## Limitations

Dispensing Limits and Authorized Refills - Retail: the lesser of a 30-day supply or specified unit doses.

Plan A Underwritten by Fidelity Security Life Insurance Company Policy Form Number M-9031. Some provisions, benefits, exclusions or limitations may vary by state. Not available in all states.

## RX Exclusions Plan B

1. All new generic drugs for the first 6 months. 2. Drugs covered under Workers' Compensation unless otherwise indicated. 3. Experimental or investigational medications. 4. Medication administered by a healthcare

provider or charges for the administration of such drug. 5. Medications administered while in a hospital or other care facility. 6. Medications that are used in research trials sponsored by their manufacturers or a government. 7. Medications or services furnished in a research trial, if the sponsor of the research trial furnishes the drugs or services without charge to any participant in the research trial. 8. Medications that do not require a prescription. 9. Medications that are not prescribed in writing or verbally by a physician. Plan B underwritten by Companion Life Insurance Company. Not available in all states.

## Group Disability (applicable to Policy series AGP5000TX 5/06)

Benefits will not be paid for disability due to: 1. Any act of war, declared or undeclared, insurrection, rebellion, or act of participation in a riot; 2. An intentionally self-inflicted injury; 3. A commission of, or attempt to commit, an assault, battery, or felony, or engagement in any illegal occupation; 4. Travel in, jumping or descent from any aircraft, except when a fare-paying passenger in a licensed passenger aircraft; 5. Mental or emotional disorders without demonstrable organic disease; 6. Alcoholism or drug addiction; 7. An injury arising from any employment; and 8. Injury or sickness covered by Worker's Compensation.

## Pre-existing Condition Limitation

We will not pay benefits for any period of Total Disability starting within 12 months of the Insured's Effective Date which is caused by, contributed to, or resulting from a Pre-existing Condition.

A claim for benefits starting after 12 months from the Effective Date of the member's coverage will not be reduced or denied on the grounds that it is caused by a pre-existing condition.

Pregnancy is a pre-existing condition if conception occurs before the effective date of the certificate.

Pre-existing condition means a sickness or physical condition which, within the 12-month period prior to the effective date of the certificate, either: 1. Resulted in the insured receiving medical advice or treatment; or 2. Caused symptoms for which an ordinarily prudent person would seek medical advice or treatment.

Treatment means consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicine.

## Group Hospital Indemnity (applicable to Policy Series: ACA6500-MP)

We will not pay benefits for loss contributed to, caused by, or resulting from: 1. War - participating in war or any act of war, declared or not, or participating in the armed forces of or contracting with any country or international authority. We will return the prorated premium for any period not covered by this certificate when you are in such service. 2. Suicide - committing or attempting to commit suicide, while sane or insane. 3. Self-inflicted Injuries - injuring or attempting to injure yourself intentionally. 4. Traveling - traveling more than 40 miles outside the territorial limits of the United States, Canada, Mexico, Puerto Rico, the Bahamas, Virgin Islands, Bermuda, and Jamaica. 5. Intoxication - being legally intoxicated, or being under the influence of any narcotic, unless such is taken under the direction of a physician. 6. Illegal Acts - participating or attempting to participate in an illegal activity, or working at an illegal job.

**Group Critical Illness (applicable to policy series ACI2100-MP TX)**

If diagnosis occurs after the age of 70, half of the benefit is payable.

The applicable benefit amount will be paid if: the date of diagnosis occurs while the certificate is in force; and the cause of the illness is not excluded by name or specific description.

Benefits will not be paid for loss due to: 1. Intentionally self-inflicted injury or action; 2. Suicide or attempted suicide while sane or insane; 3. Illegal activities or participation in an illegal occupation; 4. War, whether declared or undeclared or military conflicts, participation in an insurrection or riot, civil commotion or state of belligerence; 5. Substance abuse; or 6. Pre-existing conditions (except as stated below).

**Pre-existing Condition Limitation**

"Pre-existing Condition" means a sickness or physical condition which, within the 12-month period prior to an insured's effective date resulted in an insured receiving medical advice or treatment.

We will not pay benefits for any condition or illness starting within 12 months of the effective date which is caused by, contributed to, or resulting from a pre-existing condition. A claim for benefits for loss starting after 12 months from the effective date will not be reduced or denied on the grounds that it is caused by a pre-existing condition. A condition will no longer be considered pre-existing at the end of 12 consecutive months starting and ending after the effective date.

**Definitions****Treatment**

Means consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

**Major Organ Transplant**

Means undergoing surgery as a recipient of a transplant of a human heart, lung, liver, kidney, or pancreas.

**Myocardial Infarction (Heart Attack)**

Means the death of a portion of the heart muscle (myocardium) resulting from a blockage of one or more coronary arteries. Heart attack does not include any other disease or injury involving the cardiovascular system. Cardiac Arrest not caused by a myocardial infarction is not a heart attack. The diagnosis must include all of the following criteria: 1. New and serial Electrocardiographic (EKG) findings consistent with Myocardial Infarction; and 2. Elevation of cardiac enzymes above generally accepted laboratory levels of normal [in case of creatine phosphokinase (CPK), a CPK-MB measurement must be used]. 3. Confirmatory imaging studies such as thallium scans, MUGA scans, or stress ecocardiograms. 4. Chest Pain.

**Stroke**

Means Apoplexy (due to rupture or acute occlusion of a cerebral artery), or a cerebral vascular accident or incident, which is first manifested on or after the policy date. Stroke does not include Transient Ischemic Attacks and attacks of Vertebrobasilar Ischemia. We will pay a benefit for Stroke which produces permanent clinical neurological sequela persisting for at least 30 days following an initial diagnosis made after any applicable Waiting Period. We must receive evidence of the permanent neurological damage provided from Computed Axial Tomography (CAT scan)

or Magnetic Resonance Imaging (MRI). Stroke does not mean head injury, transient ischemic attack or chronic cerebrovascular insufficiency.

**Cancer**

Means a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of distant tissue. Cancer includes leukemia. Excluded are Cancers such as: 1. Pre-malignant tumors or polyps; 2. Carcinoma in Situ (non-invasive); 3. Any skin cancers except melanomas; 4. Stage I Hodgkin's Disease; 5. Stage A Prostate Cancer; 6. Melanoma that is diagnosed as Clark's Level I and II or Breslow less than .77 mm; 7. Basal cell carcinoma and squamous cell carcinoma of the skin.

Cancer which meets the diagnosis criteria of malignancy established by The American Board of Pathology after a study of the histocytologic architecture or pattern of the suspect tumor, tissue or specimen.

**Carcinoma in situ**

Means Cancer that is in the natural or normal place, confined to the site without having invaded neighboring tissue.

Cancer and/or carcinoma in situ must be diagnosed in one of two ways: 1. Pathological Diagnosis – A pathological diagnosis of cancer or carcinoma in situ is based on a microscopic study of fixed tissue or preparations from the hemic (blood) system. This type of diagnosis must be done by a certified pathologist whose diagnosis of malignancy is in keeping with the standards set by the American Board of Pathology. 2. Clinical Diagnosis – A clinical diagnosis of cancer or carcinoma in situ is based on the study of symptoms.

We will pay benefits for a clinical diagnosis only if: 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 doctor is treating the insured for cancer and/or carcinoma in situ.

**Renal Failure (Kidney Failure)**

Means the end stage renal failure presenting as chronic, irreversible failure of both of your kidneys to function. The Kidney failure must necessitate regular renal dialysis, hemo-dialysis or peritoneal dialysis (at least weekly); or which results in kidney transplantation. Renal failure is covered, provided it is not caused by a traumatic event, including surgical traumas.

**Coronary Artery Bypass Surgery**

Means undergoing open heart surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts, but excluding procedures such as, but not limited to balloon angioplasty, laser relief, stints or other non-surgical procedures.

**Group Accident (applicable to Policy Series ACA7700-MP-TX)**

We will not pay benefits for loss contributed to, caused by, or resulting from: 1. Participating in war or any act of war, declared or not, or participating in the armed forces of any country or international authority. We will return the prorated premium for any period not covered when you are in such service. 2. Operating, learning to operate, serving as a crew member on, or jumping or falling from any aircraft, including those which are not motor-driven. 3. Participating or attempting to participate in an illegal activity or working at an illegal job. 4. Committing or attempting to commit suicide, while sane or insane. 5. Injuring or attempting to injure yourself intentionally. 6. Having any disease or bodily/mental illness or

degenerative process. We also will not pay benefits for any related medical/surgical treatment or diagnostic procedures for such illness. 7. Traveling more than 40 miles outside the territorial limits of the United States, Canada, Mexico, Puerto Rico, The Bahamas, Virgin Islands and Jamaica except under the Accidental Common Carrier Death Benefit. 8. Riding in or driving any motor-driven vehicle in a race, stunt show or speed test. 9. Participating in any professional or semi-professional organized sport. 10. Being legally intoxicated or under the influence of any narcotic unless taken on the advice of a physician. 11. Mountaineering using ropes and/or other equipment, parachuting or hang-gliding. 12. Having cosmetic surgery or other elective procedures that are not medically necessary or having dental treatment except as a result of covered accident.

**Non-Insurance Disclosures**

1. The products are not insurance; 2. The products provide discounts at certain health care providers for medical services; 3. The products do not make payments directly to the providers of medical services; 4. The plan member is obligated to pay for all health care services, but will receive a discount from those health care providers who have contracted with the network; 5. Providers are subject to change without notice and program may vary in some states. This is a membership program and may be dis-

continued or modified at any time.

These pages are a brief description of coverage and not a contract. Read your certificate carefully for exact terms and conditions. These products are subject to the terms, conditions, and limitations of policy form series AGP 5000-MP, ACI 2100-MP, ACA7700-MP-TX, ACA 6500-MP, AWL 9800-MPTX and CAI 1000-AJ608TX. Not available in all states.



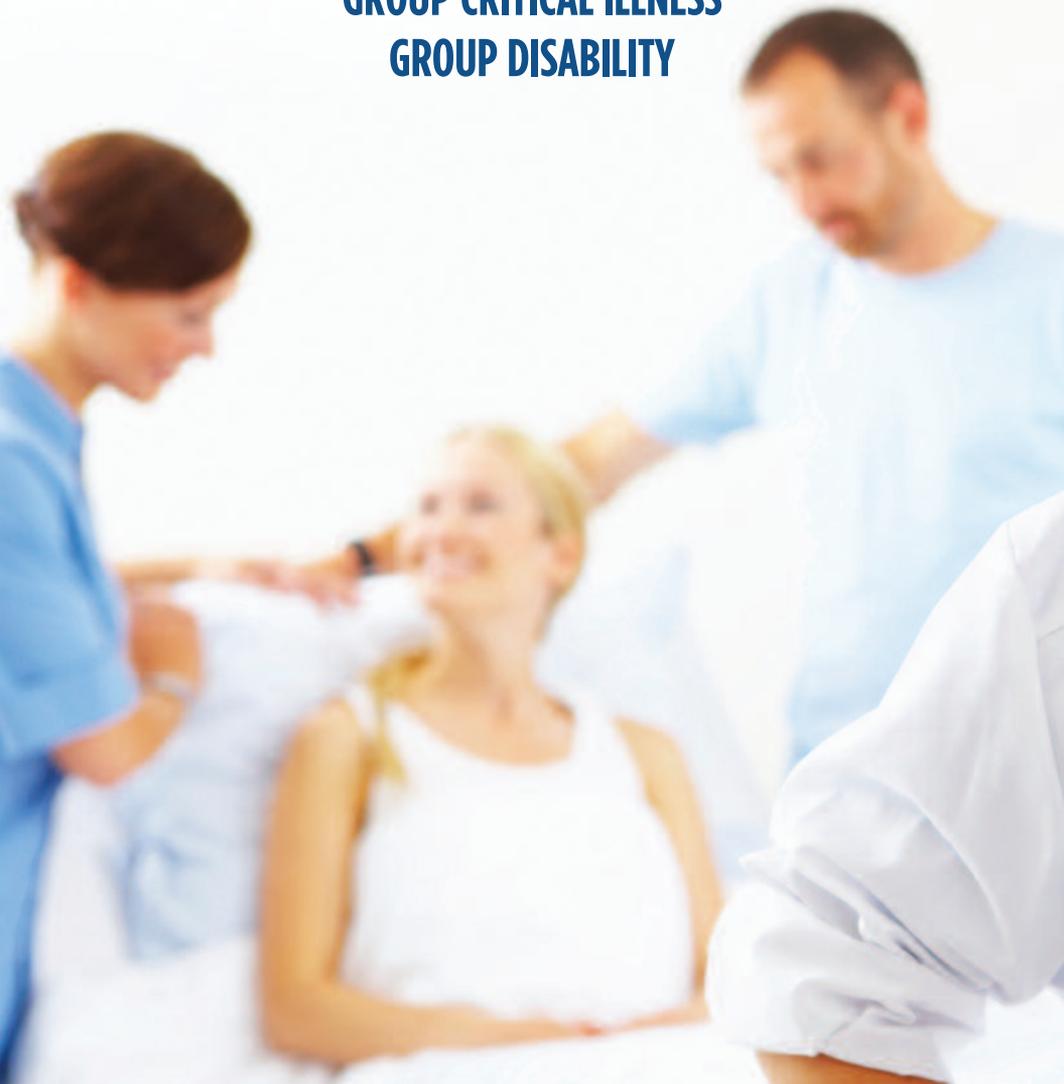
FOR INFORMATION OR TO ENROLL  
CALL TOLL FREE:  
**1-877-517-8900**

ADMINISTERED BY:

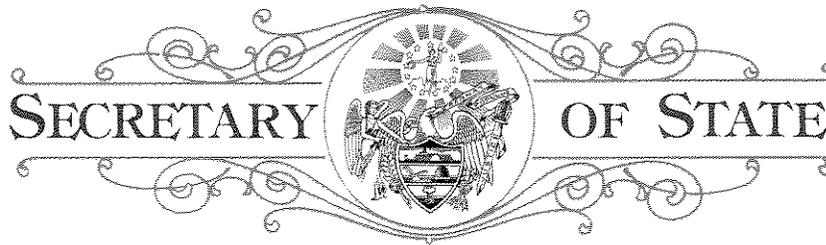


Toll Free: 1-877-517-8900 [TruckerCare.com](http://TruckerCare.com)

**GROUP ACCIDENT**  
**GROUP DENTAL & VISION**  
**GROUP LIFE INSURANCE**  
**INDIVIDUAL MAJOR MEDICAL**  
**GROUP HOSPITAL INDEMNITY**  
**GROUP CRITICAL ILLNESS**  
**GROUP DISABILITY**



# STATE OF ARKANSAS



**Charlie Daniels**  
SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Charlie Daniels, Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

## **Application for Foreign Non-Profit**

of

## **CONSUMERS DIRECT ASSOCIATION OF AMERICA**

filed in this office January 4, 2006 in compliance with the provisions of the law and are hereby declared a body politic and corporate, by the name and style aforesaid, with all the powers, privileges and immunities granted in the law thereunto appertaining.

**In Testimony Whereof**, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 4th day of January 2006.



*Charlie Daniels*

Secretary of State

**BULLOCH, DUPERTUIS, SCHULMAN, SEGER & CO., P.C.**  
**Certified Public Accountants**

**INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors  
Consumer Direct Association of America

I have audited the accompanying statement of financial position for the Consumer Direct Association of America as of December 31, 2009 and the related statements of activities and fund balances, and cash flows for the then ended year. These financial statements are the responsibility of the center's management. My responsibility is to express an opinion on these financial statements based on my audit.

I conducted my audit in accordance with generally accepted auditing standards. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. I believe that my audit provides a reasonable basis for my opinion.

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Consumer Direct Association of America as of December 31, 2009, the results of its activities and changes in fund balances and cash flows for the year then ended in conformity with generally accepted accounting principles in the United States of America.

*Bulloch Dupertuis Schulman Seger & Co. PC*

July 26, 2010

**CONSUMERS DIRECT ASSOCIATION OF AMERICA**  
**STATEMENT OF FINANCIAL POSITION**  
**DECEMBER 31, 2009**

**ASSETS**

CURRENT ASSETS:

Cash and Cash Equivalent	\$ 67,344
Receivable Member Fees	<u>38,149</u>

<b>TOTAL ASSETS</b>	<b><u><u>\$ 105,493</u></u></b>
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**LIABILITIES AND FUND BALANCES**

CURRENT LIABILITIES:

Accounts Payable	\$ 24,608
Accrued Income Taxes	824
Due New Benefits for Management Fee	<u>11,312</u>

<b>TOTAL CURRENT LIABILITIES</b>	<b>36,744</b>
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FUND BALANCES - Surplus:	<u>68,749</u>
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<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<b><u><u>\$ 105,493</u></u></b>
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**CONSUMERS DIRECT ASSOCIATION OF AMERICA**  
**STATEMENT OF ACTIVITIES AND FUND BALANCES**  
**FOR THE YEAR ENDED DECEMBER 31, 2009**

<b>SUPPORT AND REVENUES:</b>	
Member Fees	\$ 713,988
<b>TOTAL REVENUE</b>	<u>713,988</u>
 COST OF INSURANCE PURCHASED FOR MEMBERS	 <u>254,072</u>
<b>GROSS PROFIT</b>	<b>459,916</b>
 OPERATING EXPENSES	
Management Fees	391,885
Marketing Expenses & Training Seminars	37,860
Licensing Fees & Franchise Taxes	14,800
Professional Fees	9,300
Other	574
 TOTAL OPERATING EXPENSES	 <u>454,419</u>
<b>NET OPERATING INCOME</b>	<b>5,497</b>
 Provision for Income Tax Expenses	 <u>824</u>
 NET OPERATING INCOME	 4,673
 Retained Surplus, at January 1, 2009	 <u>64,076</u>
 <b>RETAINED SURPLUS, at December 31, 2009</b>	 <u><u>\$ 68,749</u></u>

See Accompanying Notes and Accountant's Report

**CONSUMERS DIRECT ASSOCIATION OF AMERICA**  
**STATEMENT OF CASH FLOWS**  
**FOR THE YEAR ENDED DECEMBER 31, 2009**

CASH FLOWS FROM OPERATING ACTIVITIES:

Fee Revenue	\$ 751,595
Cash paid to suppliers for current year	(746,023)
Income Taxes	(4,000)
<b>Net Cash Provided by Activities</b>	<u>1,572</u>

Cash and Cash Equivalents, Beginning of Year	<u>65,772</u>
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<b>Cash and Cash Equivalents, End of Year</b>	<b><u><u>\$ 67,344</u></u></b>
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**Reconciliation of Change in net assets to net cash used by Operating Activities:**

Change in Net Assets - Current Period	\$ 4,673
Adjustment to reconcile change in net assets to net cash provided by operating activities:	
Decrease Member Fees Receivable	37,607
Increase in Accounts Payable & Accrued Expenses	1,592
Decrease in Payable to New Benefits	(39,124)
Decrease in Accrued Income Taxes	<u>(3,176)</u>
<b>Net Cash Provided by Operating Activities</b>	<b><u><u>1,572</u></u></b>

CASH FLOWS PROVIDED (USED) INVESTING ACTIVITIES:

Net Cash (Used) by Investing Activities	<u>-</u>
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CASH FLOWS PROVIDED (USED) BY FINANCING ACTIVITIES

Net Cash Provided by Financing Activities	<u>-</u>
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NET INCREASE IN CASH	1,572
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Cash at January 1, 2009	<u>65,772</u>
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<b>CASH AT DECEMBER 31, 2009</b>	<b><u><u>\$ 67,344</u></u></b>
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**CONSUMER DIRECT ASSOCIATION OF AMERICA**  
**NOTES TO FINANCIAL STATEMENTS**  
**DECEMBER 31, 2007**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Nature of Activities

Consumer Direct Association of America (“CDAofA”) is a non-profit organization that assists purchasing insurance for its members and various discount services. CDAofA began operations in May 2006.

Basis of Presentation

The financial statements of CDAofA are presented in accordance with generally accepted accounting principles applicable for not for profit organizations.

Cash & Cash Equivalents Consists of the Following

Cash consists of money in bank accounts and short-term investments having initial maturity of 90 days or less that can easily be converted to cash with little to no loss of principal. At December 31, 2009 cash consisted of \$67,344 in a bank checking account.

Receivable and Revenue Recognition

Revenue is recognized in the period the membership services are provided and due. At December 31, 2009 the company reported \$38,149 as receivables. The receivables were collected January 2010 in full.

Use of Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

**NOTE 2 - COMMITMENTS**

The association has a management agreement with New Benefits. New Benefits provides all necessary operating functions for the CDAofA to achieve its mission. Therefore, the Association has no rental obligation at this time. The management agreement is cancelable by either party with 60 days written notice.

**NOTE 3 - CONTINGENCIES**

The Association has no pending legal matters or lease obligations.

## **CONSUMER DIRECT ASSOCIATION OF AMERICA**

### Notes to Financial Statement Continued

#### **NOTE 4 – RELATED PARTY TANSACTIONS**

The treasurer, Bruce Bernstein, is an attorney and certified public accountant licensed in the Texas. Mr. Bernstein's firm provides tax preparation, tax planning and consulting as its normal principal business. The firm was compensated for preparing the application forms necessary to get Internal Revenue Service approval for not for profit status and the required federal income tax forms for the first year of operations. The fee charged was reasonable for the services performed.

#### **NOTE 5 – INCOME TAXES**

The Company accrued taxes income taxes at the anticipated federal income tax rate of 15 percent \$824. There is no deferred income tax asset nor liability.



November 17, 2010

Rosalind Minor  
Arkansas Department of Insurance  
1200 West 3rd Street  
Little Rock, AR 72201-1904

**Re: Continental American Insurance Company NAIC#71730 FEIN 57-0514130  
Consumers Direct Association of America (CDAOA)**

**Enclosed: Bylaws and Articles of Incorporation  
Forms**

<b>ACA7700-MP-TX (6915)</b>	<b>Association Group Master Policy – Info Only</b>
<b>CA7500-MA</b>	<b>Association Master Application – Info Only</b>
<b>ACA7700-CI-TX</b>	<b>Group Certificate</b>
<b>ACA7700-DAR-TX</b>	<b>Dependent Accident Rider</b>
<b>CAI-PR-09TX Assoc</b>	<b>Continuation Privilege Rider</b>
<b>CA-2006-ACC</b>	<b>Enrollment Application</b>
<b>CAI0040AAR</b>	<b>Children Definition Rider</b>

Dear Ms. Minor:

Per your objection letter dated November 17, 2010, we have made the following revisions:

- Pursuant to ACA 23-79-137, we have revised the Children Definition rider form CAI0040AAR which also amends the Children definition in Dependent Accident Rider form ACA7700-DAR-TX.

Thank you for your consideration in this matter. If you have any questions please contact Cindy Lama at 888-730-2244 extension 4333 or [companycompliance@aflac.com](mailto:companycompliance@aflac.com) if you should need any additional information.

Sincerely,

James J. Hennessy, AIRC, ACP, CCP  
Vice President, Compliance  
/clc



November 19, 2010

Rosalind Minor  
Arkansas Department of Insurance  
1200 West 3rd Street  
Little Rock, AR 72201-1904

**Re: Continental American Insurance Company NAIC#71730 FEIN 57-0514130  
Consumers Direct Association of America (CDAOA)**

**Enclosed: Bylaws and Articles of Incorporation  
Forms**

<b>ACA7700-MP-TX (6915)</b>	<b>Association Group Master Policy – Info Only</b>
<b>CA7500-MA</b>	<b>Association Master Application – Info Only</b>
<b>ACA7700-CI-TX</b>	<b>Group Certificate</b>
<b>ACA7700-DAR-TX AR</b>	<b>Dependent Accident Rider</b>
<b>CAI-PR-09TX Assoc</b>	<b>Continuation Privilege Rider</b>
<b>CA-2006-ACC</b>	<b>Enrollment Application</b>
<b>CAI0040AAR</b>	<b>Children Definition Rider</b>

Dear Ms. Minor:

Per your objection letter dated November 18, 2010, we have made the following revisions:

- Pursuant to ACA 23-79-137, we have revised the Dependent Accident Rider form ACA7700-DAR-TX AR for Arkansas residents.

Thank you for your consideration in this matter. If you have any questions please contact Cindy Lama at 888-730-2244 extension 4333 or [companycompliance@aflac.com](mailto:companycompliance@aflac.com) if you should need any additional information.

Sincerely,

James J. Hennessy, AIRC, ACP, CCP  
Vice President, Compliance  
/clc

*SERFF Tracking Number:* CAIC-126895667      *State:* Arkansas  
*Filing Company:* Continental American Insurance Company      *State Tracking Number:* 47255  
*Company Tracking Number:* 8024  
*TOI:* H02G Group Health - Accident Only      *Sub-TOI:* H02G.000 Health - Accident Only  
*Product Name:* CDAOA Acc Advantage AR  
*Project Name/Number:* CDAOA Acc Advantage AR/8024

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

<b>Creation Date:</b>	<b>Schedule</b>	<b>Schedule Item Name</b>	<b>Replacement Creation Date</b>	<b>Attached Document(s)</b>
11/08/2010	Form	Dependent Accident Rider	11/19/2010	3 ACA7700-DAR-TX DR.pdf (Superseded)
11/08/2010	Form	Children Definition Rider	11/17/2010	3 CAI0040ATX DR 26.pdf (Superseded)



## CONTINENTAL AMERICAN INSURANCE COMPANY

2801 Devine Street, Columbia, South Carolina 29205  
800-433-3036

### DEPENDENT ACCIDENT RIDER TO CERTIFICATE OF INSURANCE FOR ACCIDENTAL INJURY

This Rider is a part of the Certificate to which it is attached. We have issued this Rider to you because: (1) you paid the additional premium for this Rider; and (2) we relied on the Application you made. Unless amended by this Rider, Certificate Definitions, Exclusions and Limitations, other Provisions and terms apply to this Rider.

**Effective Date** - If issued at the same time as the Certificate, this rider becomes effective when the Certificate becomes effective. If issued after the Certificate becomes effective, this Rider will have a later Effective Date, which will be shown in the Rider Schedule issued with this Rider. The insurance of a dependent will become effective on the rider date if such person is active on that date. Otherwise, the Effective Date will be deferred until the day following the date he or she becomes active.

Subject to the following:

1. The date the Member's insurance is effective for Dependents who are eligible on that date; for whom coverage is applied for and premium paid; and who are not hospital confined.
2. At 12:00 a.m. local time, on the day a Dependent is no longer hospital confined if the Dependent was otherwise eligible for coverage on the date the Member's insurance became effective.
3. For a Dependent Child eligible on or first acquired after the Member's Effective Date, the effective date will be:
  - a. For newborn children, the effective date is the moment of birth, but we must be given notice of the birth within 31 days after the birth for coverage to continue beyond 31 days. Foster children shall be eligible for coverage on the same basis upon placement in the foster home;
  - b. For other than newborn and adopted children, the date we assign after approving the application for such coverage;
  - c. For adopted children either the date on which the suit for adoption is filed or the date the adoption is final provided we receive notification within 31 days.
  - d. Grandchildren of a Member shall be covered if they are dependents of the Member for federal income tax purposes, or if the Member must provide medical

support under an order issued under Section 14.061, Family Code, or enforceable order by a Texas court.

## DEFINITIONS

When the terms below are used in this rider, the following definitions will apply:

**YOU, YOUR** Means the person named in the Certificate Schedule.

**SPOUSE** Means the person married to you on the Effective Date of this Rider.

This Rider may only be issued to your spouse if your spouse is between ages 18 and 64, inclusive. Coverage on your spouse terminates when your spouse attains age 70.

**CHILDREN** Means your:

1. natural and newborn children;
2. foster children;
3. step children;
4. legally adopted children;
5. children for whom suit for adoption has been filed, and
6. grandchildren if they are your dependents for federal income tax purposes, or if you must provide medical support under an order issued under Section 14.061, Family Code, or enforceable by a Texas court.

These children must be unmarried and younger than 19, or younger than age 25 if they are full-time students. The definition of "full-time" will be based on the criteria of the learning institution at which the student is enrolled.

"Children" also includes dependent children, regardless of age, who:

- are mentally or physically handicapped;
- became or become handicapped prior to age 19; and
- cannot support themselves because of their handicap.

If your children are covered under this Rider, your children born or placed in your home after the Effective Date of this Rider will also be covered from the moment of live birth or placement. No notice or additional premium is required.

**DEPENDENT** Means your spouse, child or children, named in the application for this rider for whom a premium is paid.

**ACTIVE** "Active" as used refers to a dependent who is not confined in a hospital and who is able to carry on regular activities customary of a person in good health of the same age and sex.

**PRE-EXISTING CONDITION** Pre-existing condition means within the 12 month period prior to a Dependent's Effective Date an injury, sickness, or physical condition for which medical advice or treatment was recommended or received.

**TREATMENT** Means consultation, care or services provided by a physician including diagnostic measures and taking prescribed drugs and medicines.

## BENEFITS

If a Dependent is injured in an accident, we will provide the benefits contained in the Certificate under the Benefits Section. The appropriate benefit amounts we will pay for a Dependent are shown in the Dependent Benefit Schedule issued with this Rider.

## LIMITATIONS AND EXCLUSIONS

### PRE-EXISTING CONDITION

We will not pay benefits for any loss caused by a pre-existing condition; coverage for such condition will be excluded for 12 months after a Dependent's Effective Date.

[This Rider may have been issued as a replacement for a Rider previously issued to you under the Plan. If so, then the pre-existing condition limitation provision of this Rider will only exclude those conditions excluded by the former contract. This pre-existing condition limitation applies only to any increase in benefits over the prior Rider. Any remaining period of pre-existing condition limitation of the prior Rider will continue to apply to the prior level of benefits. Time spent under the former and present contract will be computed together to determine if a condition is still considered pre-existing.]

## GENERAL PROVISIONS

If your spouse's coverage is terminated because of annulment or divorce, or a dependent child's coverage is terminated because of marriage or attainment of the limiting age, we will still pay benefits for any accident which occurred while the Dependent was covered under this Rider.

### TIME LIMIT ON CERTAIN DEFENSES

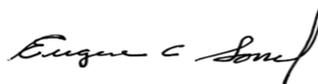
After this Rider has been in force for a period of two years it shall become incontestable as to the statements contained in the application.

### CONTRACT

This Rider is part of the Certificate, and will terminate when the Certificate terminates, or when premiums are no longer paid for this Rider.

This Rider is subject to all of the terms of the Certificate to which it is attached unless any such terms are inconsistent with the terms of this Rider.

Signed by the Company at its Home Office.



President

## DEPENDENT BENEFIT SCHEDULE

### High Option

#### SPOUSE AND CHILD

#### FRACTURES

Hip/thigh	\$4,000
Vertebrae	3,600
Pelvis	3,200
Skull (depressed)	3,000
Skull (simple)	1,400
Leg	2,400
Foot/ankle/knee cap	2,000
Forearm/hand	2,000
Lower jaw	1,600
Shoulder blade/collar bone	1,600
Upper arm/upper jaw	1,400
Facial bones (except teeth)	1,200
Vertebral processes	800
Coccyx/rib/finger/toe	320

#### DISLOCATIONS

Hip	2,700
Knee (not knee cap)	1,950
Shoulder	1,500
Foot/ankle	1,200
Hand	1,050
Lower jaw	900
Wrist	750
Elbow	600
Finger/toe	240

#### LACERATIONS

Over 6"	400
2" to 6"	200
Under 2"	50

Lacerations not requiring stitches 25

**CONCUSSIONS** 200

**COMA** 10,000

#### EMERGENCY DENTAL WORK

Repair with crown	150
Extraction	50

#### INJURIES REQUIRING SURGERY

##### Eye injuries

Requiring surgical repair	250
Removal of foreign body	50

<b>Tendons/ligaments</b>	
Single	400
Multiple	600

<b>Ruptured disc</b>	
Date of injury occurs during first certificate year	100
Date of injury occurs after first certificate year	400

<b>Torn knee cartilage</b>	
Date of injury occurs during first certificate year	100
Date of injury occurs after first certificate year	400

<b>Internal Injuries</b>	1,000
<b>Exploratory Surgery (without repair)</b>	250

**BURNS**

<b>Second Degree</b>	
Less than 10%	100
At least 10% but less than 25%	200
At least 25% but less than 35%	500
35% or more	1,000

<b>Third Degree</b>	
Less than 10%	500
At least 10% but less than 25%	3,000
At least 25% but less than 35%	7,000
35% or more	10,000

**SERVICES**

<b>Blood/plasma</b>	100
<b>Ambulance</b>	100
<b>Air ambulance</b>	500
<b>Transportation</b>	
Train or Plane	300
Bus	150
<b>Family Member Lodging</b>	100/per night
Maximum Benefit - 30 days	
<b>Prosthesis</b>	500

<b>Appliances</b>	100	
<b>Accident Follow-up Treatment</b>	25	
Maximum of 6 treatments per covered accident		
<b>Physical Therapy</b>	25	
Maximum of 6 treatments per covered accident		
<b>Wellness</b>	60	
Once per 12-month period		
<b>HOSPITAL ADMISSION</b>	\$1,000	
Payable once per calendar year		
<b>HOSPITAL CONFINEMENT</b>	\$200/day	
Maximum Benefit - 365 days		
0 Day elimination Period		
<b>HOSPITAL INTENSIVE CARE</b>	\$400/day	
Maximum Benefit - 30 days		
0 Day elimination Period		
	<b>SPOUSE</b>	<b>CHILD</b>
<b>Medical fees</b>		
Maximum per accident	125	75
<b>PARALYSIS</b>		
Four limbs (quadriplegia)	10,000	10,000
Two limbs (paraplegia)	5,000	5,000
<b>ACCIDENTAL DISMEMBERMENT</b>		
Loss of hand, foot or sight		
Single loss	2,500	1,250
Double loss	10,000	5,000
Loss of one or more finger or toe	500	250
Partial Amputation of finger or toe	100	100
<b>ACCIDENTAL DEATH</b>	10,000	5,000
<b>ACCIDENTAL COMMON CARRIER DEATH</b>	50,000	15,000

## DEPENDENT BENEFIT SCHEDULE

### Low Option

#### SPOUSE AND CHILD

#### FRACTURES

Hip/thigh	\$2,000
Vertebrae	1,800
Pelvis	1,600
Skull (depressed)	1,500
Skull (simple)	700
Leg	1,200
Foot/ankle/knee cap	1,000
Forearm/hand	1,000
Lower jaw	800
Shoulder blade/collar bone	800
Upper arm/upper jaw	700
Facial bones (except teeth)	600
Vertebral processes	400
Coccyx/rib/finger/toe	160

#### DISLOCATIONS

Hip	1,350
Knee (not knee cap)	975
Shoulder	750
Foot/ankle	600
Hand	525
Lower jaw	450
Wrist	375
Elbow	300
Finger/toe	120

#### LACERATIONS

Over 6"	200
2" to 6"	100
Under 2"	25
Lacerations not requiring stitches	25

#### CONCUSSIONS

100

#### COMA

5,000

#### EMERGENCY DENTAL WORK

Repair with crown	75
Extraction	25

#### INJURIES REQUIRING SURGERY

##### Eye injuries

Requiring surgical repair	125
Removal of foreign body	25

<b>Tendons/ligaments</b>	
Single	200
Multiple	300
<b>Ruptured disc</b>	
Date of injury occurs during first certificate year	50
Date of injury occurs after first certificate year	200
<b>Torn knee cartilage</b>	
Date of injury occurs during first certificate year	50
Date of injury occurs after first certificate year	200
<b>Internal Injuries</b>	500
<b>Exploratory Surgery (without repair)</b>	125
<b>BURNS</b>	
Second Degree	
Less than 10%	100
At least 10% but less than 25%	200
At least 25% but less than 35%	500
35% or more	1,000
Third Degree	
Less than 10%	500
At least 10% but less than 25%	3,000
At least 25% but less than 35%	7,000
35% or more	10,000
<b>SERVICES</b>	
<b>Blood/plasma</b>	100
<b>Ambulance</b>	50
<b>Air ambulance</b>	250
<b>Transportation</b>	
Train or Plane	150
Bus	75
<b>Family Member Lodging</b>	50/per night
Maximum Benefit - 30 days	
<b>Prosthesis</b>	250
<b>Appliances</b>	50

<b>Accident Follow-up Treatment</b>	12.50	
Maximum of 6 treatments per covered accident		
<b>Physician Therapy</b>	12.50	
Maximum of 6 treatments per covered accident		
<b>Wellness</b>	30	
Once per 12-month period		
<b>HOSPITAL ADMISSION</b>	500	
Payable once per calendar year		
<b>HOSPITAL CONFINEMENT</b>	\$100/day	
Maximum Benefit - 365 days		
0 Day elimination Period		
<b>HOSPITAL INTENSIVE CARE</b>	\$200/day	
Maximum Benefit - 30 days		
0 Day elimination Period		
	<b>SPOUSE</b>	<b>CHILD</b>
<b>Medical fees</b>		
Maximum per accident	62.50	37.50
<b>PARALYSIS</b>		
Four limbs (quadriplegia)	5,000	2,500
Two limbs (paraplegia)	2,500	1,250
<b>ACCIDENTAL DISMEMBERMENT</b>		
Loss of hand, foot or sight		
Single loss	1,250	625
Double loss	5,000	2,500
Loss of one or more finger or toe	250	125
Partial Amputation of finger or toe	100	100
<b>ACCIDENTAL DEATH</b>	5,000	2,500
<b>ACCIDENTAL COMMON CARRIER DEATH</b>	25,000	7,500

**DEPENDENT ACCIDENT RIDER SCHEDULE**

**Insured -  
Effective Date -  
Initial Premium -  
First Renewal Date-**

**Group Policy Number -  
Rider Number -  
Certificate Number-**

6915

Benefits for Accidents - Dependent Accident Coverage  
(See Dependent Benefit Schedule)



## CONTINENTAL AMERICAN INSURANCE COMPANY

2801 Devine Street, Columbia, South Carolina 29205  
800-433-3036

### Children Definition Rider

This rider is a part of the document to which it is attached. Unless amended by this rider Policy, Certificate and Dependent Rider Definitions, Exclusions and Limitations, other term and provisions apply to this rider.

The definition of Children is deleted and replaced by the following:

**Children** means your natural children, step-children, foster children, adopted children or children placed for adoption, who are under age 26.

Children also include grandchildren, who are (1) unmarried; (2) under age 26; and (3) if they are the member's dependents for federal income tax purposes, or (4) if the member must provide medical support under an order issued under Chapter 154, Family Code, or enforceable by a court in this state.

Your natural Children born after the Effective Date of this Rider will be covered from the moment of birth. An adopted child of an insured may be enrolled, the date the insured becomes a party to a suit in which the insured seeks to adopt the child or the date the adoption becomes final, at the insured's option. If Member or Member/Spouse coverage is in force and a member desires uninterrupted coverage for a newborn or adopted child, he must notify us within 31 days of the child's birth or the date the insured becomes a party to a suit in which the insured seeks to adopt the child or the date the adoption becomes final. Coverage for newborn or adopted children will be in effect through the 31st day following the date of such event. Upon notification, we will advise him of the additional premium due.

If your children are covered under this Rider, it is not necessary for a member to notify us of the birth of a child or the date the insured becomes a party to a suit in which the insured seeks to adopt the child or the date the adoption becomes final, and an additional premium payment will not be required.

Coverage on Children will terminate on the child's 26<sup>th</sup> birthday. However, if any child is incapable of self-sustaining employment due to mental retardation or physical handicap and is dependent on his parent(s) for support, the above age of twenty-six (26) shall not apply. Proof of such incapacity and dependency must be furnished to the Company within thirty-one (31) days following such 26th birthday.

This rider is subject to all of the terms of the document to which it is attached unless any such terms are inconsistent with the terms of this Rider.

Signed by the Company at its Home Office.

A handwritten signature in cursive script, appearing to read "Eugene C. Smith".

President