

SERFF Tracking Number: CMPL-126410831 State: Arkansas  
Filing Company: American Medical and Life Insurance Company State Tracking Number: 44269  
Company Tracking Number: AMLI FL OFF SHELF CHCA 11-09  
TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity  
Product Name: AMLI FL OFF SHELF CHCA 11-09  
Project Name/Number: AMLI FL OFF SHELF CHCA 11-09 /AMLI FL OFF SHELF CHCA 11-09

## Filing at a Glance

Company: American Medical and Life Insurance Company

Product Name: AMLI FL OFF SHELF CHCA 11-09 SERFF Tr Num: CMPL-126410831 State: Arkansas

TOI: H14G Group Health - Hospital Indemnity SERFF Status: Closed-Approved-Closed State Tr Num: 44269

Sub-TOI: H14G.000 Health - Hospital Indemnity Co Tr Num: AMLI FL OFF SHELF CHCA 11-09 State Status: Approved-Closed

Filing Type: Form

Author: Nancy French

Date Submitted: 12/07/2009

Reviewer(s): Rosalind Minor

Disposition Date: 02/18/2010

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: AMLI FL OFF SHELF CHCA 11-09

Project Number: AMLI FL OFF SHELF CHCA 11-09

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 02/18/2010

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Large

Group Market Type: Association

Explanation for Other Group Market Type:

State Status Changed: 02/18/2010

Created By: Nancy French

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Nancy French

Filing Description:

Dear Commissioner:

Compliance Research Services is pleased to submit the enclosed forms on behalf of American Medical and Life Insurance Company (AMLI). A letter of filing authorization is enclosed.

The purpose of this submission is to allow AMLI to provide limited medical coverage to residents of your state who are members of the Consumer Health Choice Association, a bona fide association based in Florida. Coverage will be

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provided to individual association members.

The enclosed forms provide coverage for accidents, hospital confinement, hospital intensive care confinement, surgery, doctor office visit, preventive care, surgery, urgent care/emergency room, diagnostic tests, X-ray and laboratory, ambulance, mental health, chemical abuse and accidental death. Coverage is available to eligible members and their dependents. Variable areas of the certificate are set off in brackets. These include "John Doe" information and the ranges of benefits that will be offered.

We have enclosed the certificate of coverage for your review and approval. The enclosed amendatory endorsement adds provisions that are required for certificates issued to association members who are residents of your state. Members will apply for coverage on the enclosed enrollment Form.

We have included the association bylaws, member handbook and a questionnaire that provides detailed information on the association and its management. We have also included any transmittals and certifications required by your Department.

The enclosed forms are new and do not replace any forms currently on file with your Department. They are in final format. Initially, the forms will be issued in paper format. AMLI reserves the right to change the type style and paper size. We also request the right to make the forms available electronically. The forms may be used in a variety of electronic environments, including laptop and web based application process. Regardless of the enrollment process used, AMLI will adopt measures to secure both the integrity of the document once signed, and the confidentiality of any information transmitted, including transmission of information via secured socket layer/secured line. Information contained in the enrollment form will be transmitted to AMLI's administrative office electronically as well as the electronic signature of the enrollee. Current technology will be used to ensure that the confidential information is not compromised. All processes used will comply with the Uniform Electronic Transactions Act, and to the extent applicable, the Federal E-SIGN Act.

AMLI hereby certifies that any electronic signature it obtains will be linked to the data on the electronic enrollment form in such a manner that the electronic signature is invalidated if any of the data on the application is changed. AMLI also certifies that such electronic signature intended for use with this enrollment form will not be affixed to or duplicated on any other document. A paper copy of the completed enrollment form, identical to the filed form, will be available upon request by the enrollee.

If you have questions concerning this filing, please contact me at 513-984-6050 or at [dsimon@crssolutionsgroup.com](mailto:dsimon@crssolutionsgroup.com).

Sincerely,

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J. David Simon, CLU  
 President

## Company and Contact

### Filing Contact Information

Nancy French, Product Manager                      nfrench@crssolutionsgroup.com  
 10921 Reed Hartman Highway                      513-984-6050 [Phone]  
 Suite 334    513-984-7212 [FAX]  
 Cincinnati, OH 45242

### Filing Company Information

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

American Medical and Life Insurance Company	CoCode: 81418	State of Domicile: New York
8 West 38th Street - Suite 1002	Group Code:	Company Type:
New York, NY 10018	Group Name:	State ID Number:
(513) 984-6050 ext. [Phone]	FEIN Number: 13-2562243	

## Filing Fees

Fee Required?                      Yes  
 Fee Amount:                        \$80.00  
 Retaliatory?                        No  
 Fee Explanation:                    20 x 4  
 Per Company:                        No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Medical and Life Insurance Company	\$80.00	12/07/2009	32538394

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	02/18/2010	02/18/2010

### 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	01/11/2010	01/11/2010	Nancy French	02/18/2010	02/18/2010
Pending Industry Response	Rosalind Minor	12/11/2009	12/11/2009	Nancy French	01/05/2010	01/05/2010

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Objection letter of 1/11/10	Note To Filer	Rosalind Minor	01/26/2010	01/26/2010
Statement of Variable	Reviewer Note	Rosalind Minor	12/11/2009	

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## Disposition

Disposition Date: 02/18/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Constitution/Bylaws	Approved-Closed	Yes
Supporting Document	CHCA questionnaire	Approved-Closed	Yes
Supporting Document	CHCA handbook	Approved-Closed	Yes
Supporting Document	Certification	Approved-Closed	Yes
Supporting Document	Authorization	Approved-Closed	Yes
Supporting Document	Statement of Variables	Approved-Closed	Yes
Form	Certificate of Coverage	Approved-Closed	Yes
Form (revised)	Group Limited Benefits Health Insurance Certificate Schedule	Approved-Closed	Yes
Form	Group Limited Benefits Health Insurance Certificate Schedule	Replaced	Yes
Form	roup Limited Benefits Health Insurance Certificate Schedule	Replaced	Yes
Form	Enrollment Form	Approved-Closed	Yes
Form	Certificate Endorsement	Approved-Closed	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 01/11/2010  
Submitted Date 01/11/2010

Respond By Date  
Dear Nancy French,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Group Limited Benefits Health Insurance Certificate Schedule , AMLI GRP LM 2009 SCHED FL (Form)

Comment:

Under item # 9 of the schedule, there is a rate guarantee Period which states that a change in premium rate will not take effect before {12} months after the policy effective date. The statement of variables did not address this section.

Please feel free to contact me if you have questions.

Sincerely,  
Rosalind Minor

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 02/18/2010  
Submitted Date 02/18/2010

Dear Rosalind Minor,

### Comments:

Thank you for your call today regarding this submission

### Response 1

Comments: As discussed, we have attached a revised certificate schedule with the brackets removed from the rate guarantee statement, item 9 at the end of page 4. We have not made any other changes. The form number remains the same.

### Related Objection 1

Applies To:

- Group Limited Benefits Health Insurance Certificate Schedule , AMLI GRP LM 2009 SCHED FL (Form)

SERFF Tracking Number: CMPL-126410831 State: Arkansas  
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**Comment:**

Under item # 9 of the schedule, there is a rate guarantee Period which states that a change in premium rate will not take effect before {12} months after the policy effective date. The statement of variables did not address this section.

**Changed Items:**

No Supporting Documents changed.

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Group Limited Benefits Health Insurance Certificate Schedule	AMLI GRP LM 2009 SCHED FL		Schedule Pages	Initial		45.800	AMLI GRP LM 2009 SCHED FL life-rate guar.pdf
<b>Previous Version</b>							
Group Limited Benefits Health Insurance Certificate Schedule	AMLI GRP LM 2009 SCHED FL		Schedule Pages	Initial		45.800	AMLI GRP LM 2009 SCHED FL life-.pdf
roup Limited Benefits Health Insurance Certificate Schedule	AMLI GRP LM 2009 SCHED FL KY (5/09)		Schedule Pages	Initial		45.800	AMLI GRP LM 2009 SCHED FL life-.pdf

No Rate/Rule Schedule items changed.

Please let us know if you have any questions. Thank you

Sincerely,

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Nancy French

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 12/11/2009  
Submitted Date 12/11/2009

Respond By Date  
Dear Nancy French,

This will acknowledge receipt of the captioned filing.

### Objection 1

- roup Limited Benefits Health Insurance Certificate Schedule , AMLI GRP LM 2009 SCHED FL KY (5/09) (Form)  
Comment:

It is requested that you provide us with a Statement of Variables.

Please feel free to contact me if you have questions.

Sincerely,  
Rosalind Minor

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 01/05/2010  
Submitted Date 01/05/2010

Dear Rosalind Minor,

### Comments:

Thank you for your objection of 12-11-2009 requesting the statement of variables.

### Response 1

Comments: Variables attached.

### Related Objection 1

Applies To:

- roup Limited Benefits Health Insurance Certificate Schedule , AMLI GRP LM 2009 SCHED FL KY (5/09) (Form)

Comment:

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It is requested that you provide us with a Statement of Variables.

**Changed Items:**

**Supporting Document Schedule Item Changes**

Satisfied -Name: Statement of Variables

Comment:

**Form Schedule Item Changes**

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
<i>Group Limited Benefits Health Insurance Certificate Schedule</i>	<i>AMLI GRP LM 2009 SCHED FL</i>		<i>Schedule Pages</i>	<i>Initial</i>		<i>45.800</i>	<i>AMLI GRP LM 2009 SCHED FL life-.pdf</i>
<b>Previous Version</b> <i>roup Limited Benefits Health Insurance Certificate Schedule</i>	<i>AMLI GRP LM 2009 SCHED FL KY (5/09)</i>		<i>Schedule Pages</i>	<i>Initial</i>		<i>45.800</i>	<i>AMLI GRP LM 2009 SCHED FL life-.pdf</i>

No Rate/Rule Schedule items changed.

thank you

Sincerely,  
 Nancy French

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**Note To Filer**

**Created By:**

Rosalind Minor on 01/26/2010 08:33 AM

**Last Edited By:**

Rosalind Minor

**Submitted On:**

02/18/2010 01:17 PM

**Subject:**

Objection letter of 1/11/10

**Comments:**

As of this date, we have not received a response to our Objection Letter of 1/11/10. If you need more time to respond, please let us know immediately.

If we do not hear from you by 2/5/10, the filing will be disapproved.

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**Reviewer Note**

**Created By:**

Rosalind Minor on 12/11/2009 10:01 AM

**Last Edited By:**

Rosalind Minor

**Submitted On:**

02/18/2010 01:17 PM

**Subject:**

Statement of Variable

**Comments:**

I have required a statement of variables. When received, see what the variables are for the rate guarantee period.

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## Form Schedule

### Lead Form Number: AMLI GRP LM 2009 CERT FL

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 02/18/2010	AMLI GRP LM 2009 CERT FL	Certificate	Certificate of Coverage	Initial		49.000	AMLI GRP LM 2009 CERT FL life-.pdf
Approved-Closed 02/18/2010	AMLI GRP LM 2009 SCHED FL	Schedule Pages	Group Limited Benefits Health Insurance Certificate Schedule	Initial		45.800	AMLI GRP LM 2009 SCHED FL life-rate guar.pdf
Approved-Closed 02/18/2010	AMLI GRP LM 2009 ENRL (10/09)	Application/Enrollment Form Enrollment Form		Initial			AMLI GRP LM 2009 ENRL FL _10-09_.pdf
Approved-Closed 02/18/2010	GRP LM 2007-AE-AR-(5/09)	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Certificate Endorsement	Initial		50.700	AR CHCA FL AE-.pdf

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

**GROUP ACCIDENT AND SICKNESS HEALTH INSURANCE**

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

**CERTIFICATE OF COVERAGE**

Issued under the terms of

Group Insurance Policy Number: [12345]

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

Policy Date: [January 1, 2006]

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

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

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

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

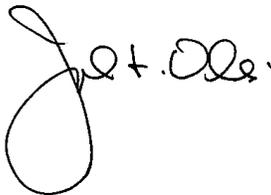
**PREMIUMS ARE SUBJECT TO PERIODIC CHANGES.**

The male pronoun includes the female whenever used.

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

**You may call American Medical and Life Insurance Company at [ (800) xxx-xxxx] for information, inquires or complaints.**

For American Medical and Life Insurance Company:



President



Chief Compliance Officer

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

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## **CERTIFICATE SCHEDULE**

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

AML I GRP LM 2009-SCHED Certificate Schedule

## **GENERAL DEFINITIONS**

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

### **Accident**

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

### **Confined or Confinement**

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

### **Covered Accident**

A *Covered Accident* is an Accident which:

- occurs after the effective date shown on the Certificate Schedule;
- occurs while this Certificate is in force; and
- is not excluded by name or specific description in this Certificate.

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

### **Covered Sickness**

A *Covered Sickness* means a Sickness which:

- occurs after the effective date shown on the Certificate Schedule;
- occurs while this Certificate is in force; and
- is not excluded by name or specific description in this Certificate.

### **Doctor or Physician**

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

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

### **Experimental/Investigational**

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

- The drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished;
- The informed consent document utilized with the drug, device, medical care or treatment states or indicates that the drug, device, medical care or treatment is part of a clinical trial, experimental phase or investigational phase or if such a consent document is required by law;

- The drug, device, medical care or treatment or the patient informed consent document utilized with the drug, device or medical care or treatment was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal or state law requires such review and approval;
- Reliable evidence shows that the drug, device or medical care or treatment is the subject of ongoing Phase I or Phase II clinical trials, is the research, experimental study or investigational arm of ongoing Phase III clinical trials, or is otherwise under study to determine the maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis.

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

### **Hospital**

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

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

### **Hospital Intensive Care Unit**

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

- is a specifically designated area of the Hospital called an Intensive Care Unit that is restricted to patients who are critically ill or injured and who

require intensive, comprehensive observation and care;

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

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

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

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

- a progressive care unit;
- an intermediate care unit;
- a private monitored room;
- a sub-acute Intensive Care Unit;
- an Observation Unit; or
- any facility not meeting the definition of a Hospital Intensive Care Unit as defined in this Certificate.

### **Medically Necessary**

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

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

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

### **Named Insured**

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

### **Observation Unit**

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

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

### **Policy Year**

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

### **[Pre-existing Condition**

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

### **[Resource Based Relative Value System, referred to as RBRVS.**

The methodology used by the federal government to determine benefits payable under Medicare. Medicare assigns a "Relative Value Unit" or RVU to thousands of procedure codes used to bill physician and other services. The total RVU is the sum of three component RVUs including the Work RVU, the Practice Expense RVU and the Malpractice RVU. The Work RVU takes into account factors such as the amount of time required to perform the service and the degree of skill required to perform it. The Practice Expense RVU takes into account the location of the service, e.g., office setting, outpatient setting, etc. The Malpractice RVU takes into account the malpractice cost associated with a particular practice. We will base benefits payable on RBRVS.]

### **Sickness**

*Sickness* means an illness, infection, disease or any other abnormal physical condition not caused by an Accident.

### **Skilled Nursing Facility**

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

### **Waiting Period**

*Waiting period* means the period of time during which benefits are not paid. The waiting period for this policy is [0-90] days

## **ELIGIBILITY AND EFFECTIVE DATE**

### **Effective Dates of Coverage**

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

### **Eligibility**

To be eligible to enroll in the coverage, an individual must:

- be a member of an eligible class as defined on the Certificate Schedule; and
- satisfy the waiting period shown on the Certificate Schedule, if applicable.

### **Enrollment**

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

- the Certificate Effective Date;
- the date the individual first becomes a member of an eligible class;
- the date the individual completes the waiting period shown on the Certificate Schedule, if applicable.

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

### **Delayed Effective Date of Coverage**

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

### **Who is Covered By This Certificate**

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

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

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

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

*Dependent children* means any natural children, step-children, foster children, legally adopted children or children placed into Your custody for adoption who are

under the age of 25 years of age; and meets all of the following:

- The child is dependent upon the you for support.
- The child is living in Your household, or the child is a full-time or part-time student.

You have the option to insure a child until the end of the calendar year in which the child reaches the age of 30, if the child:

- Is unmarried and does not have a dependent of his or her own;
- Is a resident of this state or a full-time or part-time student; and
- Is not provided coverage as a named subscriber, insured, enrollee, or covered person under any other group, blanket, or franchise health insurance policy or individual health benefits plan, or is not entitled to benefits under Title XVIII of the Social Security Act.

If a child is provided coverage after the end of the calendar year in which the child reaches age 25 and coverage for the child is subsequently terminated, the child is not eligible to be covered under the parent's policy unless the child was continuously covered by other creditable coverage without a gap in coverage of more than 63 days.

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

### **Coverage for the Named Insured's Newborn Adopted and Foster Children:**

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

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

We will cover adopted child(ren) and foster children will automatically become insured as a dependent. The effective date of the coverage will be the earlier of:

- the date of placement in your home; or
- the date on which You assume a legal obligation for total or partial support of the child.

Coverage for adopted children/foster children will be to the same extent as is provided for other covered dependent children and will include the necessary care and treatment of pre-existing medical conditions.

Coverage will continue for the adopted children and foster children until:

- the child is permanently removed from placement;
- the legal obligation terminates; or
- You rescind, in writing, the agreement of adoption or agreement assuming financial responsibility.

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

- notify Us of his birth or placement in Your residence within 31 days of this occurrence;
- complete the required application for him; and
- pay the required premium for him, if any.

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

## **DESCRIPTION OF BENEFITS**

### **[ACCIDENT MEDICAL BENEFIT**

We will pay the Accidental Medical Benefit, shown on the Certificate Schedule, if any Covered Person incurs charges due to injuries received in a Covered Accident. Covered charges are subject to:

- Accident Medical Benefit Deductible;
- The Accident Medical Benefit percent;
- Accident Medical Maximum Benefit amount; and
- the provisions of this Policy.

The Deductible, Accident Medical Benefit percent and Maximum Benefit for the Accident Medical Benefit are shown in the Certificate Schedule.

Covered charges for this benefit are:

- Hospital room and board and general nursing services;
- Hospital miscellaneous expense for medical services and supplies including emergency services;
- operating and recovery room;
- Physician charges for medical treatment including performing a surgical procedure;
- diagnostic tests performed by a Physician including laboratory fees and x-rays;
- the cost of giving an anesthetic;
- a private duty nurse;
- prescription drugs;
- rental of durable medical equipment (if the purchase price is less than the rental, the maximum amount payable will be the purchase price);
- artificial limbs, eyes and other prosthetic devices, except replacement;

- casts, splints, trusses, crutches and braces, except dental braces;
- oxygen and rental of equipment for the administration of oxygen;
- physiotherapy given by a licensed physical therapist acting within the scope of their license.

If a Covered Person is injured in a Covered Accident, this Accident Medical Benefit will cover any remaining expenses, not covered by the group policy according to the Schedule of Benefits and Policy Provisions.

The Accident Medical Benefit will be paid after other Benefits available under the Group Limited Benefits Accident and Sickness Health Insurance has been exhausted.]

### **[HOSPITAL CONFINEMENT BENEFITS**

#### **Hospital Confinement Benefit**

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

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

We will not pay this benefit for:

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

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

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

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

#### **[Hospital Intensive Care Unit Confinement Benefit**

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

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

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

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

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

#### **[Surgery With Anesthesia Benefit**

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

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

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

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

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

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

#### **[SKILLED NURSING FACILITY BENEFIT**

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

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

We will not pay this benefit for:

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

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

#### **[HOSPITAL ADMISSION BENEFIT**

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

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

We will not pay this benefit for:

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

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

#### **[DOCTOR'S OFFICE VISIT BENEFITS**

##### **Doctor's Office Visit**

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

- while the coverage is in force; and
- after the waiting period. No benefits will be paid for visits during the waiting period.

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

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

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

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

**[PREVENTIVE CARE TEST BENEFIT**

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

- while the coverage is in force; and
- after the waiting period. No benefits will be paid for a Preventive Care Test performed during the waiting period.

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

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

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

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

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

**[URGENT CARE/EMERGENCY ROOM VISIT BENEFIT**

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

- while the coverage is in force; and
- after the waiting period. No benefits will be paid for visits during the waiting period.

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

Services must be rendered by a Physician including.

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

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

**[DIAGNOSTIC, X-RAY AND LABORATORY TESTS BENEFIT**

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

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

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

The Diagnostic Test must be performed:

- while the coverage is in force;
- in a Hospital, ambulatory surgical center or Doctor's office; and
- after the waiting period. No benefits will be paid for a diagnostic test performed during the waiting period.

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

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

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

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

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

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

Written proof of loss should include a billing statement from the medical provider conducting the Diagnostic Test, verifying the patient's name, the type of Diagnostic Test performed, the diagnosis and the charges incurred and the date of treatment.】

#### **[PRESCRIPTION BENEFIT**

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

- while the coverage is in force; and
- after the waiting period. No benefits will be paid for a prescription ordered or dispensed during the waiting period.

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

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

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

#### **Proof of Loss for the Prescription Benefit**

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

#### **[AMBULANCE BENEFIT**

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

within 90 days after a Covered Sickness or Accident. We will pay this amount once per Covered Sickness or Accident.

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

#### **[MENTAL HEALTH BENEFITS Inpatient Benefits**

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

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

#### **Outpatient Benefits**

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

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

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

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

#### **[CHEMICAL ABUSE AND DEPENDENCY DIAGNOSIS AND TREATMENT BENEFIT**

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

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

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

Chemical Abuse and Dependence Diagnosis and Treatment

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

## **[[ACCIDENTAL DEATH [AND DISMEMBERMENT] BENEFIT**

### **[Accidental Death Benefit**

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

### **[Dismemberment Benefit**

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

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

### **Proof of Loss**

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

### **Beneficiary**

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

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

If benefits are payable to a Covered Person's estate, We can pay benefits up to \$2,000 to any person appearing to Us to be equitably entitled thereto by reason of having incurred funeral or other expenses incident to the last illness or death of the Covered Person insured. If We do

this, We will have no responsibility for this payment because We made it in good faith.

### **Change of Beneficiary**

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

### **[DENTAL BENEFIT**

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

### **[TERM LIFE BENEFIT**

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

### **Extension of Benefits**

If a Covered Person becomes Totally Disabled while covered under the Group Policy and continues to be Totally Disabled on the date the Group Policy terminates, We will extend the Term Life Benefit until the earliest of the following: .

- the end of the Sickness or Injury that caused the Total Disability; or
- the end of the 12 month period following the date the Group Policy terminated.

We will pay the Term Life Benefit when We receive satisfactory proof that the Total Disability began while the Covered Person was covered under the Group Policy and that the Total Disability continued until the date of the Covered Person's death.

### **[Continuation During Total Disability**

You may continue coverage during Your total disability by timely payment to the Holder of that portion, if any, of the premium that would have been required from You had total disability not occurred. The continuation shall be for a period of 6 months from the date on which the total disability started.]

### **Conversion**

If all or any part of the insurance on a Covered Person ceases because of the termination of membership in the class or classes eligible for coverage under the Policy, such person is entitled to have issued to the person by Us, without evidence of insurability, an individual policy of life insurance without disability or supplementary benefits, provided that application for the individual

policy is made, and the first premium is paid to Us, within thirty-one days after such termination, and provided that all of the following conditions are met:

- The individual policy is on any one of the forms customarily issued by Us to that age and for the amount applied for, except for term life insurance.
- The individual policy is in an amount not in excess of the amount of life insurance that ceases because of termination, less the amount of any life insurance for which the person is eligible under the same or any other group policy within thirty-one days after termination, provided that any amount of life insurance that matures on or before the date of termination as an endowment payable to the insured, whether in one sum, installments, or in the form of an annuity, shall not be included in the amount that is considered to cease because of termination.
- The premium on the individual policy is set at Our then customary rate applicable to the form and amount of the individual policy, the individual's class of risk, and the individual's age as of the effective date of the individual policy.

The conversion privilege is available to the following individuals:

- A surviving dependent, if any, at the death of the Named Insured, with respect to the coverage under the Policy that terminates by reason of the Named Insured's death;
- A dependent of the Named Insured upon termination of the dependent's coverage, while the Named Insured remains insured under the Policy, by reason of the dependent ceasing to be a dependent under the Policy.

If the Policy terminates or is amended so as to terminate the insurance of any class of Covered Persons, every person insured thereunder at the date of such termination whose insurance terminates, including a Named Insured's dependent, and who has been so insured for at least five years prior to such termination date is also entitled to have issued by Us an individual policy of life insurance, except that the amount of such individual policy shall not exceed the smaller of: (1) the amount of the Covered Person's life insurance ceasing because of the termination or amendment of the Policy, less the amount of any life insurance for which the Covered Person is or becomes eligible under any group policy issued or reinstated by the same or another insurer within thirty-one days after such termination, or (2) ten thousand dollars.

If a Covered Person insured under the Policy dies during the period within which the person would have been entitled to have an individual policy issued and before such an individual policy has become effective, the amount of life insurance which the person would have been entitled to have issued under such individual policy shall be payable as a claim under the Policy, whether or

not application for the individual policy or the payment of the first premium therefore has been made.

### **Beneficiary**

In the event of a benefit payable due to a Covered Person's, the death benefit will be paid to the Covered Person's beneficiary. The beneficiary is the person the Named Insured designated in the enrollment form as the beneficiary, unless it was changed at a later date. If a beneficiary was not named or if the person named is not living at the Covered Person's death, any death benefit due will be paid in this order to: The Named Insured's Spouse; or children; or parents; or brothers and sisters; or estate. In the event of a benefit payable due to the death of a Spouse or Dependent child, the death benefit will be paid to the Named Insured, if living, otherwise to the estate of the insured Spouse or Dependent child.

If benefits are payable to a Covered Person's estate, We can pay benefits up to \$2,000 to any person appearing to Us to be equitably entitled thereto by reason of having incurred funeral or other expenses incident to the last illness or death of the Covered Person insured. If We do this, We will have no responsibility for this payment because We made it in good faith.

### **Change of Beneficiary**

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

### **Assignment**

You may assign Your insurance. However, We will not be bound by an assignment of the Term Life Benefit or of any interest in it unless it is made as a written instrument, You file the original instrument or a certified copy with Us at Our home office, and We send You an acknowledged copy.

We are not responsible for the validity of any assignment. You are responsible for ensuring that the assignment is legal in Your state and that it accomplishes Your intended goals. If a claim is based on an assignment, We may require proof of interest of the claimant. A valid assignment will take precedence over any claim of a beneficiary.]

### **Total Disability or Totally Disabled**

As used above, "Totally Disabled or Total Disability" means that a Covered Person, because of a Sickness or Injury, is unable to do substantially all of the normal duties of any occupation and that he or she is under the care of a Doctor for the disabling condition. ]

## **LIMITATIONS AND EXCLUSIONS**

We will not pay benefits for:

Treatment, services or supplies which:

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

### **Additional Limitations and Exclusions**

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

#### **[Alcoholism or Drug Addiction]**

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

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

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

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

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

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

**War or Act of War.** War or act of war (whether declared or undeclared; participation in a felony, riot or insurrection; service in the Armed Forces or units auxiliary thereto. Losses as a result of acts of terrorism  
AMLI GRP LM 2009 CERT FL

committed by individuals or groups will not be excluded from coverage unless the Covered Person who suffered the loss committed the act of terrorism.

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

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

There is no coverage for a pre-existing condition for a continuous period of [6] months following the effective date of coverage under this Policy.

This limitation does not apply to:

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

In determining whether a pre-existing condition limitation applies, we will credit the time the covered person was previously covered under creditable coverage, if the previous creditable coverage terminated less than 63 days prior to the effective date of the Covered Person's coverage under the policy.

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

## **TERMINATION OF INSURANCE**

### **Termination of a Named Insured's Coverage**

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

- the date the Policy terminates; or
- midnight on the last day, for which premium was paid, if premium is not paid by the end of the grace period, or

- 90 days after the date written notice was provided that the Named Insured is no longer in an eligible class; or
- the date the Named Insured's class is no longer included for insurance; or
- on the date the Named Insured asks Us to end their coverage.

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

#### **Extension of Benefits**

If a Covered Person is Totally Disabled as a result of Sickness, Injury or pregnancy, and received treatment for such condition on the date his or her coverage under the Group Policy terminates, Eligible Expenses shall include charges incurred for that Sickness Injury or pregnancy, subject to the applicable Maximum Amounts of the Group Policy. The extension of benefits terminates until the earliest of the following: (1) the end of the Sickness or Injury that caused the Total Disability; (2) the date the pregnancy ends; or (3) the end of the 90 day following the date coverage terminated.

If a Covered Person is unable to renew coverage under the current Policy Year due to a loss of eligibility, Eligible Expenses incurred after termination of insurance will be payable provided they resulted from an Injury or Sickness which commenced while insured. No payment will be made under this provision beyond 90 days from the date of the Accident or the date of the first treatment of Sickness.

The Extension of Benefits will apply only to the extent the Covered Person will not be covered under the Group Policy or any other health insurance policy in the ensuing term of coverage.

In the case of pregnancy, benefits will continue for a pregnancy which commenced while the policy was in effect. The extension shall be for the period of that pregnancy and may not be based upon total disability.

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

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

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

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

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

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

### **GENERAL PROVISIONS**

#### **Incontestability**

The validity of the Policy shall not be contested, except for nonpayment of premium, after it has been in force for 2 years from its date of issue. No statement made by a Named Insured relating to insurability shall be used in contesting the validity of the insurance with respect to which the statement was made after the insurance has been in force prior to the contest for a period of 2 years during the Named Insured's lifetime nor unless it is contained in a written instrument signed by the named Insured.

#### **Statements**

A copy of the Holder's application will be attached to the Policy when issued. All statements made by the Holder or by the Named Insured are deemed representations and not warranties. No statement made by any person insured will be used in any contest unless a copy of the instrument containing the statement is or has been furnished to such person or to her or his beneficiary.

#### **Misstatement of Age**

If Your age has been misstated, all amounts payable shall be such as the premium paid would have purchased at the correct age.

#### **Coverage Provided by the Policy**

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

When making a benefit determination under the Policy, We have discretionary authority to determine the

Covered Person's eligibility for the benefits and interpret the terms and provisions of the Policy.

### **State Laws**

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

### **HOW TO FILE A CLAIM/CLAIM PROVISIONS**

#### **How to File a Claim**

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

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

#### **Proof of Loss**

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

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

#### **Payment of Claim**

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

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

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

#### **Time of Payment of Claim**

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

#### **Questions Concerning the Named Insured's Claim**

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

#### **Physical Examinations**

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

#### **Legal Actions**

No legal action may be brought to recover on this policy within 60 days after written proof of loss has been given as required by this policy. No such action may be brought after the expiration of the applicable statute of limitations from the time written proof of loss is required to be given.

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

**GROUP ACCIDENT AND SICKNESS HEALTH INSURANCE CERTIFICATE SCHEDULE**

[Named Insured: [John Employee]]

Certificate Schedule Number: [123]

Group Policy Number: [12345]

Policy Holder: [XYZ Company]

Certificate Effective Date: [January 1, 2006]

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

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

1. Description of Eligible Classes

[[ I. - All employees of [XYZ Company] who are working a minimum of [15 – 20 ] hours per week.]

[Active Employment means the named insured is working at the worksite for earnings that are paid regularly, and he is performing the material and substantial duties of his regular occupation. Normal vacation is considered active employment. The worksite must be:

- . • At the usual place of business;
- . • An alternative worksite; or
- . • A location to which the named insured's job requires him to travel. ]

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

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

2. Eligibility Period: [31 days]

3. Waiting Period [0-90] days

4. Plan Type: [Employer/Association-Paid – Employer/Association Contributions 1 - 100 %] [Voluntary]

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

6. Benefits:

<b>[ Accident Medical Benefit</b>	
Accident Medical Benefit Deductible	[\$[250] per Policy Year per Covered Person
Accident Medical Benefit	[80]%
Accident Medical Maximum Benefit	[\$[500] per Policy Year per Covered Person]
<b>[ Hospital Confinement Benefits</b>	
Hospital Confinement Benefit	[\$[300] per day of confinement
Maximum Benefit	[60] days per Policy Year per Covered Person]
[Hospital Intensive Care Unit Confinement Benefit	[\$[600] per day of confinement

Maximum Benefit Period	Up to [15] days per Policy Year per Covered Person]
<b>[Surgery Benefit</b>	
[Option 1: Maximum Benefit per Surgery Maximum Benefit	The lesser of the charge incurred or; \$[3,500] \$[20,000]] per Policy Year per Covered Person]
[Option 2: Maximum Benefit per Surgery Maximum Benefit	[50% - 100%] [2006] RBRVS \$[3,500]] per Policy Year per Covered Person]
Anesthesia Benefit	[25] % of surgical benefit.]
<b>[ Skilled Nursing Facility Benefit</b>	
Skilled Nursing Facility Benefit Maximum Benefit	[\$200] per day of confinement Up to [60] days per Policy Year per Covered Person]
<b>[ Hospital Admission Benefit</b>	
Hospital Admission Benefit Maximum Benefit	[\$250 - \$2,000] per admission \$[2,000 – 10,000 in \$1,000 increments] per Policy Year per Covered Person]
<b>[ Doctor's Office Visit Benefits</b>	
Doctor's Office Benefit Maximum Benefit	[\$50] per visit [3] visits per Policy Year per Covered Person]
<b>[ Preventive Care Test Benefit</b>	
Preventive Care Test Benefit Maximum Benefit	[\$50] per Test [1] Tests per Policy Year per Covered Person]
<b>[ Urgent Care/Emergency Room Benefit</b>	
Urgent Care/Emergency Room Benefit Maximum Benefit	[\$50] per Visit [3] Visits per Policy Year per Covered Person]
<b>[ Diagnostic Tests, X-ray and Laboratory Benefit</b>	
Diagnostic Test Benefit Maximum Benefit	[\$100] per day [3] Tests per Policy Year per Covered Person]
<b>[ Prescription Benefit</b>	
Prescription Benefit Maximum Benefit	[\$20] per prescription [2] prescriptions per month per Covered Person]
<b>[ Ambulance Benefit</b>	
Ambulance Benefit Maximum Number of Benefits	[\$100] per covered sickness/accident per Covered Person [3] per Policy Year per Covered Person.]
<b>[ Mental Health Benefit</b>	
Mental Health Inpatient Benefit Mental Health Inpatient Maximum Benefit Mental Health Outpatient Benefit Mental Health Outpatient Maximum Benefit	[\$50] per day [30] days per Policy Year per Covered Person \$[50] per treatment \$[700] per Policy Year per Covered Person]
<b>[ Chemical Abuse and Dependence Diagnosis and Treatment Benefit</b>	

Chemical Abuse and Dependence Diagnosis and Treatment Benefit	[\$100] per day	
Detoxification Maximum Benefit	7 Days of Active Treatment per Policy Year per Covered Person	
Inpatient Rehabilitation Maximum Benefit	30 Days per Policy Year per Covered Person]	
<b>[ Accidental Death [and Dismemberment Benefit]</b>		
Accidental Death Benefit	[\$5,000] Primary Insured; 50% Spouse; 25% Dependent	
[Dismemberment Benefit	[\$5,000 Primary Insured; 50% Spouse; 25% Dependent Loss of both hands or both feet - 100% Loss of sight of both eyes - 100% Loss of one hand and one foot - 75% Loss of one hand and sight of one eye - 50% Loss of one foot and sight of one eye - 50% Loss of one hand - 25% Loss of sight of one eye - 25%]]]	
<b>[ Dental Benefit</b>		
Dental Benefit Deductible	[\$50.00] per Policy Year per Covered Person	
<b><u>Procedure Number</u></b>	<b><u>Description of Services</u></b>	<b><u>Maximum Covered Charge</u></b>
<b>PREVENTIVE PROCEDURES</b>		
<b>ORAL EXAMINATIONS</b>		
D0120	Periodic oral examination (limited to one examination every 6 months) provided no other procedure is performed during the same visit	[\$17.00]
D0140	Limited oral evaluation/problem focused	[\$27.00]
D0150	Comprehensive oral evaluation (limited to one examination per coverage year)	[\$27.00]
D9110	Palliative (Emergency) treatment, per visit	[\$38.00]
<b>X-RAY AND PATHOLOGY</b>		
(Except for injuries, covered charge includes examination and diagnosis.)		
D0210	Intraoral (including bitewings) (limited to once every 3 years)	[\$40.00]
D0220	Intraoral - Single film/initial	[\$7.00]
D0230	Intraoral - Each additional	[\$7.00]
D0240	Intraoral occlusal view, maxillary or mandibular, each (limited to once every 36 consecutive months)	[\$10.00]
D0250	Extraoral – Single film/initial	[\$11.00]
D0260	Extraoral - Each additional	[\$9.00]
D0270	Bitewing – Single film (limited to once every 6 months)	[\$8.00]
D0272	Bitewing films, 2 films (limited to once every 6 months)	[\$12.00]
D0274	Bitewing films, 4 (limited to once every 6 months)	[\$17.00]
<b>PROPHYLAXIS AND FLUORIDE APPLICATIONS</b>		
D1110	Prophylaxis for individuals age 14 or over, treatments to include scaling and polishing (limited to one treatment every 6 months)	[\$30.00]
D1120	Prophylaxis for children under age 14 (limited to one treatment every 6 months)	[\$20.00]
D1203	Topical application of fluoride/child (limited to one treatment per 6 consecutive months)	[\$12.00]
D1204	Topical application of fluoride/adult (limited to one treatment per 6 consecutive months)	[\$12.00]
D1351	Sealant, per tooth	[\$16.00]
<b>BASIC PROCEDURES</b>		
<b>AMALGAM RESTORATIONS — PRIMARY/PERMANENT TEETH</b>		
D2140	Amalgam - 1 surface	[\$35.00]
D2150	Amalgam - 2 surfaces	[\$45.00]
D2160	Amalgam - 3 surfaces	[\$56.00]
D2161	Amalgam - 4 or more surfaces	[\$64.00]
<b>SYNTHETIC RESTORATIONS</b>		
D2330	Resin-based composite - 1 surface, anterior	[\$42.00]
D2331	Resin-based composite - 2 surfaces, anterior	[\$55.00]

D2332	Resin-based composite - 3 surfaces, anterior	[\$67.00]
D2335	Resin-based composite - 4 or more surfaces, or involving incisal angle, anterior	[\$71.00]
D2390	Resin-based composite crown - anterior primary	[\$77.00]
D2391	Resin-based composite - 1 surface, posterior	[\$50.00]
D2392	Resin-based composite - 2 surfaces, posterior	[\$68.00]
D2393	Resin-based composite - 3 or more surfaces, posterior	[\$85.00]
<b>ORAL SURGERY</b>		
(Includes local anesthesia and routine post-operative care).		
<b>EXTRACTIONS</b>		
D7140	Extraction - Erupted tooth of exposed root	[\$39.00]
D7220	Removal of impacted tooth – Soft tissue	[\$45.00]
D7230	Removal of impacted tooth – Partially bony	[\$70.00]
D7240	Removal of impacted tooth – Completely bony	[\$85.00]
D7241	Removal of impacted tooth – Completely bony with unusual surgical complications	[\$85.00]
D7250	Surgical removal of residual tooth roots	[\$30.00]
D7510	Incision and drainage of abscess	[\$45.00]
D9220	General anesthesia	[\$52.00]
<b>PERIODONTICS</b>		
D4341	Periodontal scaling and root planing, per quadrant	[\$72.00]
D4355	Full mouth debridement to enable comprehensive periodontal evaluation and diagnosis	[\$50.00]
D4910	Periodontal maintenance procedures following active therapy, periodontal prophylactic	[\$3.00]
<b>ENDODONTICS (excluding final restoration)</b>		
D3220	Therapeutic pulpotomy	[\$125.00]
D3310	Complete root canal therapy - Anterior	[\$125.00]
D3320	Complete root canal therapy – Bicuspid	[\$135.00]
D3330	Complete root canal therapy - Molar	[\$140.00]

[ <b>Term Life Benefit</b>	[\$5,000 ]
[ <b>Riders</b> ]	
<b>Ambulatory Care Rider</b>	
Ambulatory Care Benefit	[\$250]
Maximum Benefit	
Rider Effective Date	
<b>Hospice Treatment Rider</b>	
Hospice Treatment Benefit	
Maximum Benefit	
<b>Nursing Home Care Rider</b>	
Nursing Home Benefit	
Maximum Benefit	

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

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

**GROUP ACCIDENT AND SICKNESS HEALTH INSURANCE  
ENROLLMENT FORM**

**GENERAL INFORMATION**

Applicant's Name: \_\_\_\_\_ Gender: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ SSN: \_\_\_\_\_  
 Home Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 [Occupation/Job Title: \_\_\_\_\_ Employee Class: \_\_\_\_\_ Hire Date: \_\_\_\_\_ Hrs/Wk: \_\_\_\_\_  
 Annual Salary: \$ \_\_\_\_\_ Employee ID: \_\_\_\_\_ Business Phone: \_\_\_\_\_  
 Employer Name: \_\_\_\_\_  
 Employer Address: \_\_\_\_\_ Section/Dept. #: \_\_\_\_\_ ]  
 [Member Class: \_\_\_\_\_ Join Date: \_\_\_\_\_  
 Member ID: \_\_\_\_\_ Section/Dept. #: \_\_\_\_\_ ]  
 Plan: \_\_\_\_\_ [Units]: \_\_\_\_\_ Rider: \_\_\_\_\_ Monthly Premium: \$ \_\_\_\_\_  
 Plan: \_\_\_\_\_ [Units]: \_\_\_\_\_ Rider: \_\_\_\_\_ Monthly Premium: \$ \_\_\_\_\_  
 Plan: \_\_\_\_\_ [Units]: \_\_\_\_\_ Rider: \_\_\_\_\_ Monthly Premium: \$ \_\_\_\_\_

**[AD[&D] COVERAGE ELECTIONS\***

Applicant: \$ \_\_\_\_\_ AD[&D]  Yes  No      Spouse: \$ \_\_\_\_\_ AD[&D]  Yes  No      Child(ren): \$ \_\_\_\_\_ AD[&D]  Yes  No

[Are you or any person to be covered Medicare eligible:  Yes  No  
 Have you received the Guide to Health Insurance for People with Medicare?  Yes  No ]

**SPOUSE AND DEPENDENT INFORMATION**

Spouse/Dependent Name	Relationship to Applicant	Date of Birth	SSN

**[BENEFICIARY INFORMATION**

Beneficiary Name	Relationship to Applicant	Age	SSN	Benefit %	Primary	Contingent
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

**I understand that Accident and Sickness Health Plan covered persons are covered by group insurance benefits. All statements contained in the application shall, in the absence of fraud, be deemed representations and not warranties.** The group insurance benefits vary depending on plan selected. These benefits are provided under a group insurance policy underwritten by American Medical and Life Insurance Company and subject to the exclusions, limitations, terms and conditions of coverage as set forth in the insurance certificate which includes, but is not limited to, limitations for pre-existing conditions. This is not basic health insurance or major medical coverage and is not designated as a substitute for basic health insurance or major medical coverage. This is an accident and sickness health plan that provides for limitations to the coverage for each benefit. The limitations are disclosed in the policy and certificate which are made available at the time of enrollment.

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 may be guilty of insurance fraud as determined by a court of law.

**DC Residents: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.**

Florida Residents: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Kentucky Residents: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent act, which is a crime.

Kansas and Oregon Residents: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto may be guilty of fraud as determined by a court of law.

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

New Jersey Residents: WARNING: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Texas Residents: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application/enrollment form containing any false, incomplete, or misleading information may be guilty of a crime and may be subject to fines and confinement in prison.

Tennessee Residents: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Signed at: City \_\_\_\_\_ State \_\_\_\_\_

\_\_\_\_\_  
Date

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



## ARKANSAS AMENDATORY ENDORSEMENT

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

1. The "Coverage for the Named Insured's adopted child(ren)" provision in the "Eligibility and Effective Date" section is deleted in its entirety. The following shall be substituted in its place:

### **Coverage for the Named Insured's Newborn, Adopted and Foster Children**

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

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

We will cover the Named Insured's adopted child(ren) from the moment of birth if the petition for adoption and application for coverage is filed within 60 days after the birth of the child.

A foster child or a child adopted by You or Your insured Spouse will automatically become insured as a dependent. The effective date of the coverage will be the earlier of:

- the date of placement for the purpose of adoption; or
- the date on which You assume a legal obligation for total or partial support of the child.

Coverage for adopted children/foster children will be to the same extent as is provided for other covered dependent children and will include the necessary care and treatment of pre-existing medical conditions.

Coverage will continue for the adopted children and foster children until:

- the child is permanently removed from placement;
- the legal obligation terminates; or
- You rescind, in writing, the agreement of adoption or agreement assuming financial responsibility.

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

- notify Us of his birth or placement in Your residence;
- complete the required application for him; and
- pay the required premium for him, if any.

If a newborn is not enrolled within 90 days of birth coverage will be provided from the date that notice is given. Any Additional premium required should be made to the Holder within 90 days of notification of birth.

If an adopted child is not enrolled within 90 days of adoption coverage will be provided from the date that notice is given. Any Additional premium required should be made to the Holder within 90 days of notification of placement for the purposes of adoption.

If a step child/foster child is not enrolled within 90 days of placement in Your residence, coverage will be provided from the date that notice is given. Any Additional premium required should be made to the Holder within 90 days of notification of placement.

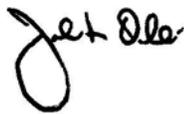
2. The "Time of Payment of Claim" provision in the "How to File a Claim/Claim Provisions" section is deleted in its entirety. The following shall be substituted in its place:

We will pay any benefits due not more than 30 days after We receive written proof of loss electronically or 45 days if the claim is submitted by other means.

There are no other changes to the certificate.

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

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



Chairman, President and CEO



Executive Vice President & Chief Compliance Officer

SERFF Tracking Number: CMPL-126410831 State: Arkansas  
 Filing Company: American Medical and Life Insurance Company State Tracking Number: 44269  
 Company Tracking Number: AMLI FL OFF SHELF CHCA 11-09  
 TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity  
 Product Name: AMLI FL OFF SHELF CHCA 11-09  
 Project Name/Number: AMLI FL OFF SHELF CHCA 11-09 /AMLI FL OFF SHELF CHCA 11-09

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification	Approved-Closed	02/18/2010
<b>Comments:</b>		
<b>Attachment:</b> READABILITY CERTIFICATION.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Application	Approved-Closed	02/18/2010
<b>Comments:</b> We acknowledge this requirement and note forms schedule.		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Constitution/Bylaws	Approved-Closed	02/18/2010
<b>Comments:</b>		
<b>Attachment:</b> CHCA CONSTITTUTION AND BYLAWS.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> CHCA questionnaire	Approved-Closed	02/18/2010
<b>Comments:</b>		
<b>Attachment:</b> CHCA Questionnaire and Profile-1.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> CHCA handbook	Approved-Closed	02/18/2010
<b>Comments:</b>		
<b>Attachment:</b>		

SERFF Tracking Number: CMPL-126410831 State: Arkansas  
 Filing Company: American Medical and Life Insurance Company State Tracking Number: 44269  
 Company Tracking Number: AMLI FL OFF SHELF CHCA 11-09  
 TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity  
 Product Name: AMLI FL OFF SHELF CHCA 11-09  
 Project Name/Number: AMLI FL OFF SHELF CHCA 11-09 /AMLI FL OFF SHELF CHCA 11-09  
 MemHbkApexSelect Handbook Effective 7 27 09-1.pdf

		<b>Item Status:</b>	<b>Status</b>
			<b>Date:</b>
<b>Satisfied - Item:</b>	Certification	Approved-Closed	02/18/2010
<b>Comments:</b>			
<b>Attachment:</b>			
	AR_AR Certif of Compliance with Rule 19.pdf		

		<b>Item Status:</b>	<b>Status</b>
			<b>Date:</b>
<b>Satisfied - Item:</b>	Authorization	Approved-Closed	02/18/2010
<b>Comments:</b>			
<b>Attachment:</b>			
	FILING__AUTHORIZATION_LETTER_-_AMLI.pdf		

		<b>Item Status:</b>	<b>Status</b>
			<b>Date:</b>
<b>Satisfied - Item:</b>	Statement of Variables	Approved-Closed	02/18/2010
<b>Comments:</b>			
<b>Attachment:</b>			
	CHCA Explantion of Variability-AR.pdf		

## READABILITY CERTIFICATION

**RE:** American Medical and Life Insurance Company

**NAIC #** 81418

**FEIN #** 13-2562243

This is to certify that form(s) listed below have achieved at least the minimum required score on the Flesch Reading Ease Test.

<u>Forms</u>	<u>Score</u>
AMLI GRP LM 2009 CERT FL Certificate of Coverage	49
AMLI GRP LM 2009 SCHED FL Group Limited Benefits Health Insurance Certificate Schedule	45.8
AMLI GRP LM 2009 ENRL FL (10/09) Enrollment Form	
GRP LM 2007-AE-AR-(5/09) Arkansas Amendatory Endorsement	53.8

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Lorraine Classi  
Executive VP

December 2, 2009

**CONSTITUTION AND BY-LAWS  
OF  
HEALTHCARE ADVANTAGE ASSOCIATION**

**ARTICLE I  
PURPOSES**

The purpose or purposes of "HEALTHCARE ADVANTAGE ASSOCIATION"  
("association") shall be:

To provide educational information and discounts on goods and services relating to healthcare. To exercise all the powers conferred upon corporations formed under the Missouri Not-For-Profit Corporation Act.

**ARTICLE II  
OFFICES**

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

**ARTICLE III  
MEMBERS**

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

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

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

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

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

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

Section 6. Transfer of Membership. Membership in the Association is neither transferable nor assignable.

#### ARTICLE IV MEETINGS OF MEMBERS

Section 1. Annual Meetings. An annual meeting of the members of the Association shall be held for the purpose of transacting business as may come before the meeting. The date of the annual meeting shall be determined by the Board of Directors.

Section 2. Special Meeting. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by law, may be called by the President and shall be called by the Secretary at the direction of a majority of the Board of Directors.

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

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

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

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

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

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

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

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

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

## ARTICLE V BOARD OF DIRECTORS

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

Section 2. Number Tenure and Qualifications. The number of directors shall be no fewer than three (3) and no more than twenty-five (25) and may be changed from time to time by resolution of the Board of Directors. The Board of Directors may appoint a committee to nominate successor directors.

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

resolution the time and place, within or without the State of Missouri for the holding of additional regular meetings of the Board of Directors.

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

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

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

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

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

**Section 9.** Compensation. Each director shall receive an annual salary for services in the amount of six thousand dollars (\$6,000.00), payable quarterly. By resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each meeting of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving compensation therefore upon approval by the Board.

**Section 10.** Telephonic Participation in Meeting. The members of the Board of Directors or any committee designated by the Board of Directors, may participate in a

meeting of the Board of Directors or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

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

## ARTICLE VI OFFICERS

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

Section 2. Election and Term of Office. The Officers of the Association shall be elected by the Board of Directors. Vacancies may be filled or new officers created and filled at any meeting of the Board of Directors. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified.

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

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

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

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

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

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

## ARTICLE VII COMMITTEES

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE IX CERTIFICATES OF MEMBERSHIP

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

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

## ARTICLE X BOOKS AND RECORDS

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

## ARTICLE XI DUES AND INITIATION FEE

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

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

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

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

ARTICLE XII  
FISCAL YEAR

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

ARTICLE XIII  
SEAL

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

ARTICLE XIV  
WAIVER OF NOTICE

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

ARTICLE XV  
AMENDMENT OF BY-LAWS

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

ARTICLE XVI  
INDEMNIFICATION

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

ARTICLE XVII  
DISSOLUTION

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

FEB-28-2006 10:47AM FROM: MEMBER SERVICES

+838580777 T-747 P.009 F-826



Rebecca McDowell Cook, Secretary of State  
P. O. Box 778, Jefferson City, MO 65102  
Corporation Division

### Articles of Incorporation of a Nonprofit Corporation

(To be submitted in duplicate with a filing fee of \$25)

The undersigned natural person(s) of the age of eighteen years or more for the purpose of forming a corporation under the Nonprofit Corporation Law of Missouri adopt the following Articles of Incorporation:

- (1) The name of the corporation is Programmers' Association of America
- (2) This corporation is a Mutual Benefit Corporation.  
(Public or Mutual)
- (3) The period of duration of the corporation is "Perpetual"  
("Perpetual" unless stated otherwise)
- (4) The name and street address of the Registered Agent and Registered Office in Missouri is:  
Karen Becker - 1819 Clarkson Rd, Ste. 301, Chesterfield MO 63017  
Name Address City/State/Zip
- (5) The name(s) and address(es) of each incorporator:  
Dale Turvey - 11601 Kehrsgrave, Chesterfield, MO 63005  
Manica Roy - 15990 Wetherburn Rd, Chesterfield, MO 63017  
Gary Johnston - 2544 Christopher Oaks Ct., St. Louis MO 63129
- (6) Does the corporation have members? YES \_\_\_ NO X
- (7) Provisions not inconsistent with law regarding the distribution of assets on dissolution. In accordance with Section 355.602 through 355.740 assets would be distributed to another mutual benefit corporation.
- (8) The corporation is formed for the following purpose(s): See Attached
- (9) The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you indicate a future date, as follows: \_\_\_\_\_  
(Date may not be more than 90 days after the filing date in this office.)

In affirmation of the facts stated above,

Signed by Incorporator(s):

[Handwritten signatures]

FILED AND CERTIFICATE OF INCORPORATION ISSUED

MAR 3 2006



State of Missouri  
Matt Blant, Secretary of State

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

James C. Kirkpatrick State Information Center  
600 W. Main Street, Jefferson City, MO 65101

FILED

DEC 3 0 2002

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

Matt Blant  
SECRETARY OF STATE

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

- (1) The name of corporation is: Programmers' Association of America
- (2) The amendment was adopted on 12/23/02 and changed article(s) 1 and 6 to state as follows:  
month/day/year

Article number One (1) is amended to read as follows: The name of the corporation is HealthCare Advantage Association

Article number Six (6) is amended to indicate that the corporation has members.

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

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

- A. Number of memberships outstanding: \_\_\_\_\_
- B. Complete either i or ii:
- i. Number of votes for and against the amendment(s) by class was:

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

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

Class:	Number Voting undisputed:
_____	_____
_____	_____
_____	_____

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

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

In affirmation of the facts stated above,

[Signature]  
(Authorized signature of officer or chairman of the board)

Karen Becker  
(Printed Name)

Secretary  
(Title)

12/26/02  
(Date)

**NOT FOR PROFIT CORPORATION  
APPLICATION BY FOREIGN NOT FOR PROFIT CORPORATION TO FILE  
AMENDMENT TO APPLICATION FOR CONDUCTING AFFAIRS IN FLORIDA**  
(Pursuant to s. 617.1504, F.S.)

**SECTION I  
(1-3 MUST BE COMPLETED)**

F0300000921  
(Document Number of Corporation (if known))

FILED  
05 AUG 15 AM 9:55  
TALLAHASSEE, FLORIDA

1. Healthcare Advantage Association, Inc.  
(Name of corporation as it appears on the records of the Department of State)

2. Missouri 3. 1/21/2003  
(Incorporated under laws of) (Date authorized to conduct affairs in Florida)

**SECTION II  
(4-8 COMPLETE ONLY THE APPLICABLE CHANGES)**

4. If the amendment changes the name of the corporation, when was the change effected under the laws of its jurisdiction of incorporation? 8/4/2005

5. Consumer Health Choice Association, Inc.  
(Name of corporation after the amendment, adding suffix "corporation," or "incorporated," or appropriate abbreviation, if not contained in new name of the corporation. "Company," or "Co.," may not be used as a corporate suffix by a nonprofit corporation)

6. If the amendment changes the period of duration, indicate new period of duration and the date the change was effected.

\_\_\_\_\_ (New duration) \_\_\_\_\_ (Date)

7. If the amendment changes the jurisdiction of incorporation, indicate new jurisdiction and the date the change was effected.

\_\_\_\_\_ (New jurisdiction) \_\_\_\_\_ (Date)

8. If the purpose which the corporation intends to pursue in Florida has changed, indicate new purpose.

\_\_\_\_\_  
\_\_\_\_\_  
(The corporation is authorized to pursue such purpose in the jurisdiction of its incorporation)

(Signature of the chairman or vice chairman of the board, president, or other officer - if in the hands of a receiver, trustee, or other court-appointed fiduciary, by that fiduciary)

Rene J. Luls  
(Typed or printed name of the person signing)

August 10, 2005  
(Date)

President  
(Title of person signing)

# STATE OF MISSOURI



Robin Carnahan  
Secretary of State

## CORPORATION DIVISION CERTIFICATE OF GOOD STANDING

I, ROBIN CARNAHAN, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

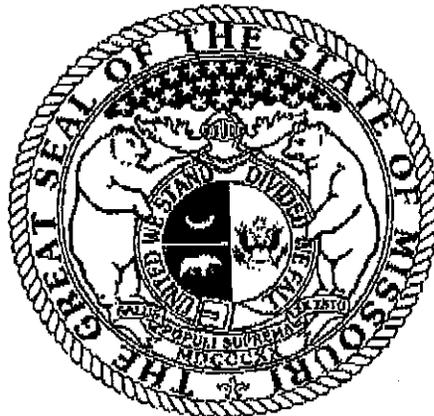
**CONSUMER HEALTH CHOICE ASSOCIATION**  
**N00063804**

was created under the laws of this State on the 31st day of March, 2000, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 23rd day of August, 2006

*Robin Carnahan*

Secretary of State



Certification Number: 8992172-1    Reference:  
Verify this certificate online at <http://www.sos.mo.gov/businessentity/verification>

**CROSSAMERICA  
HEALTH PLANS**

**NCE**  
NATIONAL CONGRESS  
OF EMPLOYERS

JOHN CUSTOMER  
Member I.D.: NCE569-65-04  
Coverage:  
Coverage Type:

Group:  
Group #:  
Effective Date:

OFFICE VISIT COPAY: \$10

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PPO

FOR IN-NETWORK PROVIDERS CALL 800-546-3887  
OR VISIT [WWW.MULTIPLAN.COM](http://WWW.MULTIPLAN.COM)

Customer Service / Claims Processing  
866-302-7332

**PROVIDER INFORMATION**

This card does not guarantee coverage.

To verify coverage, check on status of a claim or to submit a claim contact: **CROSSAMERICA HEALTH PLANS**

**PO BOX 5778  
PARSIPPANY, NJ 07054  
866-302-7332**

For in-network providers only

If you participate in the network indicated on the front of this card, please submit claims to address above.

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**CATALYST RX**

**BIN#: 005947 RX PCN: CLAIMCR**

**RX Copays: \$10 Generic/Discount on Brand**

**Pharmacy Help Desk: 800-997-3784**

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**MONTHLY PREMIUM BILLING CUSTOMER SERVICE  
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# AMERICAN MEDICAL AND LIFE INSURANCE COMPANY



## Association Questionnaire and Profile

# Strategic Partner Questionnaire and Profile

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# Strategic Partner Questionnaire and Profile

## General Information

- 1) Name of firm, address, main telephone, and web page.

Consumer Health Choice Association

8201 Peters Road, Suite 1000

Plantation, FL 33324

Telephone: (954) 916-2686

[www.consumerhealthchoice.org](http://www.consumerhealthchoice.org)

- 2) Date your organization was established and State of Incorporation- March 2000, Missouri
- 3) Which states do you operate in? Alabama, Arizona, Arkansas, California, Delaware, District of Columbia, Florida, Georgia, Hawaii, Illinois, Indiana, Iowa, Kentucky, Louisiana, Maryland, Michigan, Missouri, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Virginia, West Virginia, Wisconsin, and Wyoming What is the membership by state? See page 17
- 4) Please provide a brief history of your organization.

Established in March of 2000, Consumer Health Choice Association (CHCA) is a fast growing, not for profit association, dedicated to meeting the demands of a growing number of consumers who want to be better educated and to live healthier lives, want access to no-cost lifestyle features, want to play a more active role in their health care and generally want more information about medical providers, diagnostics and treatment options.

In addition, CHCA is in discussions with national business organizations to provide value added resources and programs for employees and their immediate communities.

CHCA members utilize the website as a convenient portal to the information they want and need through relevant articles, links, and contact information - all now available for review before making health related decisions or health program purchase decisions.

With no dues or fees for basic membership, more than 45,000 nationwide members have unlimited access to a number of no cost benefits, medical dictionaries and/or article data files by specific diagnosis, medication or by many other general medical terminology, to tips for healthier living through stress reduction, diet and fitness, and toll-free access to organizations that provide health-related information, news, education, and support.

- 5) In the past five years has your organization been involved in a merger or acquisition? If yes, please describe including any change in ownership? If yes, please describe. NO

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- 6) In the last 10 years, has your business had a name change, or operated under a DBA or assumed name (presently or in the past). If yes, provide prior name(s). Yes, Programmers Association of America 2000, HealthCare Advantage Association 2002, Consumer Health Choice Association 2005
- 7) Please provide a summary of your associations' three to five year strategy. N/A
- 8) Principal Contact and Title. Carlos Herrera, President
- 9) List names and titles and years of service and provide bios of the firm's officers.

## CHCA Officers and Board Members

### Carlos M. Herrera Officer

Mr. Herrera began his career in Public Accounting with the firms Peat, Marwick & Mitchell (currently KPMG) and BDO Seidman, L.L.P. He is co-founder of HealthCare Advantage, L.L.C., SureHealth, Inc., Oxonia Insurance Group, Inc., Mako Insurance Group, Inc. and VitalOne, Inc.

During the past 24 years, Mr. Herrera has held various executive and consulting positions and has been a Director or Officer of various publicly and privately held companies in the healthcare and insurance industries. He has negotiated and secured equity and debt financing, bridge financing, and asset based lending. His experience also includes identifying and organizing investors and in coordinating IPO's, private placement, and secondary offerings. He is skilled in preparing responsible financial projections, budgeting, and business reorganization plans.

Mr. Herrera is experienced in developing and negotiating contracts with health insurance companies, case management firms, third party payers (TPAs), utilization review firms (URs), and self insured groups. He has developed and negotiated contracts with hospitals, Federal and State agencies, ancillary providers, long term care and sub-acute facilities. He is highly skilled in completing and negotiating RFPs at the private, State and Federal levels.

Mr. Herrera has developed relationships and negotiated contracts with insurance carriers (private label health plan development and product representation), HMOs covering commercial, Medicare and Medicaid fee for service, and capitation agreements. He has developed and reorganized PPO and MSO networks, re-pricing agreements, and restructuring gatekeeper and point of service model payers.

He has evaluated, negotiated, and structured various mergers and acquisitions, joint ventures, Management, Billing and Services Agreements (MSAs), capitated agreements, per diem contracts, discounted fee for services, medical practice sale, formation and consultation to group practices, IPAs, PHOs, MSOs, CMHCs, PHPs, and provider networks. He has developed networks for nursing and rehabilitation services, durable medical equipment (DME), orthotics and prosthetics, home infusion, prescription pharmacies, dialysis, diagnostic imaging, clinical lab, rehabilitation facilities, mental health, extended care facilities, behavioral rehabilitation, hearing, and optical. He has analyzed, developed, and implemented MIS projects for provider database, outcome measures, management reporting and financial reporting. In addition, Mr. Herrera has also provided expert witness support and consultation services for claims and reimbursement issues at the private, State, and Federal levels.

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## **Daniel Disgdiertt, Jr. Officer**

Mr. Disgdiertt is co-founder of HealthCare Advantage, L.L.C., SureHealth, Inc., Oxonia Insurance Group, Inc., Mako Insurance Group, Inc., and VitalOne, Inc. Prior to co-founding the Company, he was Vice President of Business Development and Operations for HealthAccess, Inc., an organization providing discounted healthcare programs.

He delivers more than 20 years of healthcare and insurance operations management experience to the Company. His background lends critical support to our delivery of quality membership servicing and retention, facilities management, asset protection and aggressive cost control through reliable, responsible, compliant business processes, and project management within all operational areas.

Mr. Disgdiertt's extensive experience in the healthcare and insurance related industries has also afforded him valuable exposure in call center management, billing, collections, policies and procedures development, national sales territory management, direct marketing to physicians, hospitals, case managers and contract negotiations with HMOs, PPOs, TPAs and insurance companies, national ancillary network development, sales and marketing strategic planning, budget preparations, market analysis, national provider network development to include laboratory services, physicians, diagnostics, hospitals, out-patient facilities, pharmacies, home health-care, home infusion therapy, durable medical equipment and co-founding an out-patient rehabilitation facility providing physical, occupational and speech therapy.

Throughout his career, Mr. Disgdiertt has been in the forefront in developing, managing, maintaining and expanding a variety of healthcare and insurance related relationships and businesses.

## **A. Robert Del Giacco Chairman, Board of Directors**

Mr. Del Giacco is a dynamic health care executive with over 25 years experience in corporate operations, strategic planning, sales / business development in both the public and private sectors.

He has a Bachelor of Science Degree with specialization in Respiratory Therapy from Long Island University in 1978 and is a Registered Respiratory Therapist by the National Board of Respiratory Therapy.

Mr. Del Giaccos' area of expertise has been in developing and operating specialized cost effective programs directed to insurance and managed care organizations.

## **Valentin Lopez Board of Directors**

Valentin is the Managing Member and founder of Lopez & Partners, LLC. He has over 23 years of experience in accounting, tax and consulting. He graduated from Florida International University where he majored in Accounting receiving a Bachelor in Science Degree and has a Masters of Business Administration from the University of Miami. Valentin is responsible for preparation of financial statements, tax return preparation, financial projections for third party financing, CFO transitional positions, consulting, outsourcing and other tax matters. Valentin is a member of



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The American Institute of Certified Public Accountants, Florida Institute of Certified Public Accountants, Coral Gables Chamber of Commerce and The National Society of Accountants.

Valentin gives back to his community as a Founder of the Coral Gables Library & Museum, has done pro bono work for the Midnight Basketball League, is a donor for Tamiami Basketball League, Florida Christian Schools, Granada Day School, Gulliver Academy, Columbus HighSchool, City of Hope and was a Commissioner for the South Miami Khoury League for many years.

## **Andre H. Job Board of Directors**

Mr. Job delivers more than 35 years executive management experience with Fortune 500 companies such as PepsiCo/Pizza Hut and Rent-A-Center/Thorn EMI, start up companies such as Home Choice and advertising agencies including Paragon Advertising ( Pillsbury, Target Stores, Carlson Companies) and Robinson-Job Advertising ( Einstein Bagels, Kansas City Star, Jami Corp.). During this time, he has been responsible for the development and implementation of brand, product, and pricing strategies, and for marketing and communications strategies to position the companies, products, or services as leaders in their respective categories.

During the last 10 years, Mr. Job has played an integral role in bringing a broad variety of products and services into retail; in the financial, entertainment, technology, telecommunications and furniture industries. In addition, he was a key member of the team that was responsible for bringing pre-paid products into the retail market starting with TracFone wireless. TracFone was the first pre-paid wireless provider in America and is still the leader in pre-paid cell phones today. In addition, Mr. Job has worked with a variety of brand leaders in the pre-paid industry in bringing them successfully into retail. Some of the companies include Green Dot (debit card), Mio (debit card), Ore Solutions (point of sale activation), Slingshot (Internet), AT&T and BellSouth (phone cards) and Now Communications (landline).

Mr. Job also brings an extensive list of contacts and relationships in major national; retailers along with his knowledge and experience to successfully launch new products into retail, and to successfully manage their growth.

10) Please list the names and years of service and provide bios of the firm's Board of Directors.

See question # 9

11) Does your firm or any of its officers, directors, or owners own an interest in any insurance or reinsurance carrier (domestic, international, offshore or captive)? If yes, indicate the entity in which there is ownership, its domicile, the % owned and by whom. NO

12) List any other companies in related industries for whom any officer, director, or owner has any financial interest (i.e., PPO, HMO, TPA, brokerage operations, etc.). Indicate the entity in which there is ownership, its domicile, the % owned and by whom.

- **Oxonia Insurance Group, Inc.**

1. Carlos Herrera 29% , Rene J Luis 29% , Daniel Disgdiertt 29%, Caroline Bonds 9.0%, Elizabeth Kenneally 4.0%

- **Vitalone Health Plans, Florida, insurance agency**

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1. Carlos Herrera 32.33 % , Rene J Luis 32.33% , Daniel Disgdiertt 32.33 % , Andre Job 3%

- **RDC Management Group, Inc**

1. Carlos Herrera 33.33%, Rene J Luis 33.33%, and Daniel Disgdiertt, 33.33%

- **Diversified Health Plans**

1. Carlos Herrera 33.33%, Rene J Luis 33.33%, and Daniel Disgdiertt, 33.33%

- **Consumer Direct Health Plans (CDH) and HCA**

1. Carlos Herrera 20%, Rene J Luis 20%, Daniel Disgdiertt, 20% and Caroline Bonds 20%
2. Stacey Gunar, 10%
3. CDH, 10% bought back

13) List any other companies/organization affiliated with yours. Include subsidiaries or firms where your company has a greater than 5% interest. Provide a company organization/ structure chart outlining the relationships. None

14) Are there any pending or threatened legal proceedings (civil or criminal) to which your organization is a party? If yes, please explain. Yes.

- CHCA versus Rene J Luis and Juan Figueras et al. Misappropriation of funds and misrepresentation.
- Sherry L. Pasco et al. versus Surehealth, et al.- Claims adjudication

15) Describe any lawsuits or arbitrations or disputes that have been resolved in the past five (5) years. None

16) Has any officer, director or owner been convicted of or pled no contest to any felony or been subject to a civil judgment or settlement relating to fraud, misrepresentation or dishonesty? If, yes please provide details. NO

17) Have any of the principals in your firm or any of your employees ever been accused or convicted of mishandling or misappropriating any company funds or had a lawsuit or Insurance Department complaint brought against them? If yes, please give details.

- Yes. Rene J. Luis accused of mishandling and misappropriating company funds.

18) Are you audited annually by an outside independent auditor? No

19) Please provide the last three years' **financial statements** and tax returns. See Exhibit I

20) Please provide a summary of your current financial condition and outlook. Documentation pending receipt from accounting firm.

21) Does the association qualify as a 501(c)(3) tax exempt organization under the Internal Revenue Code of 1986, as amended? If yes, provide copy of tax exempt letter. NO

22) Is your business rated or accredited by any outside entity (Better Business Bureau, D&B, Best, etc)? If yes, please provide rating entity and current status. N/A

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- 23) Do you carry a fiduciary liability policy? If yes, please provide Name of Carrier Policy Number Limit of Liability, Term NO
- 24) Do you carry an E & O or fidelity bond? If yes, please provide: Name of Carrier Policy Number, Limit of Liability Term NO
- 25) Has the firm or any predecessor company ever filed for bankruptcy? NO
- 26) Have the owners, officers, or directors of the firm ever filed for bankruptcy? NO
- 27) How many people does your organization employ? NONE- Contracted outsourced service providers
- 28) Please list the carriers with whom you currently do business. Include the company name, date of approval and approximate book of business (premium, coverage and covered lives).

Carrier	Product	Approval	Covered lives
AMLI	Intelicare	8/2007	2102
AMLI	SureHealth Transition	6/2008	485
AMLI	SureHealth Adv Transition	6/2008	1461

- 29) Over the last 5 years, has any insurance programs been marketed, but then lapsed? Provide details in terms of the product, vendor/carrier, dates, approximate book of business and reasons for lapse/termination. NO
- 30) Have you been audited or had a market conduct examination in the last three years by any carrier, third party, or state insurance department. If yes, provide copies of the audit reports provided by each party that has audited your firm over the last three years. YES, a standard premium audit was performed in March 2007 by Fairmont Specialty Group with no report provided.
- 31) Do you have a fully documented and tested disaster recovery plan in place? See Exhibit II
- 32) Please provide the name, title, location, telephone number, and email address for all members of your team who will have regular interaction with AMLI. If appropriate, please distinguish between the individual who will have day-to-day account responsibility versus ultimate responsibility for overseeing the account.
- Liz Kenneally, VP Business Development, 954-975-8837, [ekenneally@oxoniainsurance.com](mailto:ekenneally@oxoniainsurance.com), day-to-day, compliance, regulations, government relations, marketing, product development, agent licensure, training, appointments, renewals ,fulfillment, IT, Customer complaints and grievances
  - Finance/Treasury: Carlos Herrera, Principal, 954-975-7197 [carlos.herrera@oxoniainsurance.com](mailto:carlos.herrera@oxoniainsurance.com),
  - Operations- Daniel Disgdiertt, Principal, 954-975-7197, [ddisgdiertt@oxoniainsurance.com](mailto:ddisgdiertt@oxoniainsurance.com)
  - Commissions- Rob Del Giacco, 954-975-7197, [rob.delgiacco@oxoniainsurance.com](mailto:rob.delgiacco@oxoniainsurance.com)
  - Implementation- Liz Kenneally, VP Business Development, 800-254-1047 ext 532, [ekenneally@oxoniainsurance.com](mailto:ekenneally@oxoniainsurance.com), day-to-day



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33) How has your firm complied with the Gramm-Leach Bliley Act on Privacy? Timothy's Law for NY Clientele? HIPAA?

There is no financial or health information captured and there are no external information databases accessed as a part of the CHCA enrollment process or as a part of accessing any CHCA membership feature. The privacy policy is available on the CHCA website [www.consumerhealthchoice.org](http://www.consumerhealthchoice.org). The only exception to this occurs when a consumer also purchases an optional health program available to CHCA members. The client is asked to provide an automatic payment debit method (ACH or credit card) for billing purposes only. This information is not shared or sold.

Timothy's Law for NY Clientele? This law requires insurance companies to provide parity in coverage for mental illnesses to New York residents— with additional requirements specifically related to children of New York residents. CHCA must rely on the carrier providing insurance benefits to maintain compliance with minimum/maximum insurance benefit packaging by state.

HIPAA? There is no health information or medical history captured or reported or shared as a part of the CHCA enrollment process. There is also no health information or medical history captured or reported by CHCA or by RDC Management Group, Inc. employees in the administration of CHCA membership (plan changes, billing or demographic maintenance). CHCA must rely on the carrier's third party administrator and on the carrier to comply with all HIPAA (and, in fact, with all other regulatory) requirements as it relates to proper claims administration and the protection of health information.

34) Do you have in-house counsel on staff? No, have attorney contracted as general counsel.

35) How does your organization handle compliance responsibilities? CHCA contracts with Oxonia Insurance Group, Inc. to manage agent licensing and contracting functions and compliance review processes. CHCA contracts with RDC Management Group and Oxonia Insurance Group to manage compliance complaints and to maintain system control of carrier access by state at the agent and agency levels

36) How do you track measure and track customer satisfaction? Include details on surveys, complaint rates, etc. Provide copy of most recent survey tool and all indicator results, actual versus goal. CHCA will work through any and all outsourced service providers to customize to carrier requirements.

37) Describe procedures for handling complaints from insureds, insureds' representatives and State Insurance Departments? Representative and State Insurance Department inquiries are escalated to Vice President for review and action and if applicable with outside Counsel for immediate coordination of resolution effort between Compliance, Carrier, Patriot, Accounting, the consumer and/or the Representative or State Insurance Department.

38) Have you received any insurance department complaints in the past five (5) years? If yes, please describe

CHCA has been copied on complaints involving claims administration, product dissatisfaction and/or product representation. All complaints have been resolved with full refund issued of any disputed amount.

39) Describe your systems operating environment including details on back up procedures, maintenance, version updates, testing and dedicated IT resources.

In addition to administrative, billing and collection services, CHCA contracts with RDC Management Group, Inc. for all administrative functions related to IT. A nightly back up is performed to a redundant local

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server and is backed up to tape with secure copies maintained on and off site. RDC employs a dedicated team leader, programmer and certified systems administrator.

40) What was your system down time last year?

There was one safe system shut down event with a 5 business hour duration in the past 12 months due to extreme weather threat. All normal maintenance is performed by modular and during non-business hours.

41) As applicable, list the software packages, data bases or service providers used by your company for each of the following business applications.

- a) Financials – Quickbooks –outsourced CPA
- b) Premium Accounting - CHCA relies on Diversified Health Plans internally developed software application "HANet". This application allows full customization to carrier/benefit provider requirement specification. Currently, this is a report listing member specific information with subtotaled unit counts and premium dollars by plan structure.
- c) Enrollment/Eligibility - CHCA relies on Diversified Healthy Plans internally developed software application "Hanet" and the "Extranet" for marketer use. The enrollment portals feed the HANet billing system module which is accessed to generate the eligibility data and reports.
- d) Marketing Materials Fulfillment including Policy/Certificate Issue  

CHCA relies on Diversified Health Plans internally developed software "HANet" which delivers a daily feed to benefit providers / fulfillment services. This is currently handled within the daily eligibility file with a code to vendors indicating new enrollment (triggering fulfillment). These files are posted to a secure FTP site by Diversified Health Plans which the benefit providers pick up and import into their systems.
- e) Commission Payment - CHCA does not manage commission functions. This function is managed by Oxonia Insurance Group for the transition plans and by Diversified Health Plans for the Intelicare plans.
- f) Vendor Payment – Quickbooks
- g) Agent Licensing - CHCA does not manage agent/agency licensing functions. This function is managed by Oxonia Insurance Group.
- h) Claims - CHCA does not manage or perform claims administration. CHCA relies on the carrier's relationship with licensed Third Party Administrators to manage these functions.
- i) Customer Service - CHCA relies on (1) the carrier's Third Party Administrator to service customer and provider inquiries related to claims and detailed insurance benefit explanations, and (2) relies on Patriot Health of Florida, Inc. to service customer inquiries related to accessing non-insurance features, provider searches to service providers with eligibility inquiries, and (3) relies on Diversified Health Plans to manage customer, carrier or inquiries related to billing, cancellations, plan changes and maintenance and escalated issues related to claims or services provided by the TPA, Patriot or Oxonia Insurance Group.

42) Can Data be extracted from system? If so, please describe any limitations and note the file formats available for download (Excel, ASCII, CSV, etc). YES, Excel, CSV, Comma delimited text files

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- 43) Are you planning any major systems changes in the next 24 months? Please describe in detail noting steps that will be taken to mitigate business disruption risks. Only normal maintenance/enhancement programming is planned by Diversified Health Plans. Note: Changes made are uploaded to test module and approved by functional end users and management before importing to live operating systems.
- 44) Please provide 5 references (customers, agents, financial institutions, vendors, etc) that can attest to your firm's ability to conduct business:
- a) Is highly ethical
  - b) Will be in full compliance with all federal and state regulations
  - c) Is financially secure
  - d) Can effectively and efficiently execute all elements under your purview.
    - a. Rob Hodas, CEO, United Health Programs of America, Inc. (516) 576-9264
    - b. Brad Cohen, CEO, ABS Healthcare Services, Inc (954) 418-0281
    - c. Adam Kornfeld, CPA, BDO Seidman, (305) 381-8000
    - d. Michael Camilleri, Attorney, Preferred Insurance Capital Consultants, Inc., (561) 241-9974
    - e. Janis Rosenthal, Attorney, 954-303-0833



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## Association Profile

- 1) Please provide the following:
  - a) File stamped copies of the original executed Articles of Incorporation or Formation from the office of the Secretary of State of the domicile state, including any amendments to the articles of incorporation and any assumed name filings See Exhibit III
  - b) Certificate of Good Standing (dated within 90 days) from the domicile state. See Exhibit IV
  - c) Current Association By Laws See Exhibit V
  - d) A list and copies of Certificates of Authority from all foreign states of foreign states where the association conducts business and a statement verifying that the association is active and in good standing in such states. Florida – See Exhibit VI
  - e) Association endorsement letter for proposed program ?
  - f) Meeting minutes for last two years. See Exhibit VII
  - g) Standard Membership agreement

### MEMBER TERMS AND CONDITIONS

This Agreement is between you, our valued Member (Member[s]), and Consumer Health Choice Association (CHCA), the sponsor of your Intelicare Health Membership Program. This Agreement shall be effective on the date your Initial Monthly Payment processes and sets forth the terms and conditions of your CHCA membership. **Plan Description:** Intelicare Health Membership Programs provide both Insurance benefits and Membership features available to individuals from age 18 to age 64 .

**Fulfillment** – Your membership handbook and identification cards will arrive in the same package via U.S. Mail and should arrive within five (5) business days from the date of your enrollment. Your certificate of coverage and certificate schedule will arrive in a separate package via U.S. Mail.

**Effective Date of Insurance Benefits:** If you applied between the 1st and the 15th of the month, your first effective date will be on the 1st of the following month. If you applied between the 16th and the last day of the month, your first effective date will be the 15th of the next month.

**Monthly Payments:** As authorized at the time of your application, your Monthly Payments may be paid through an automatic draft of a checking or savings account by an ACH transaction or through an automatic debit transaction to a credit card. By agreeing to make your monthly payment through either ACH transaction or automatic debit transaction to your credit card, you waive the right to any future notice of the transfer of funds via either an ACH transaction or automatic debit to your credit card. The bank draft or debit shall occur on or about the same date of each month as your Initial Monthly Payment and shall be referred to herein as your monthly due date. As a member, you agree that inquiries or challenges to ACH or Credit Card charges shall be limited to two (2) monthly payments and waive all rights to inquire into or challenge any and all other monthly payments. Your authority shall remain in affect until CHCA receives a signed, written request from you to cancel your membership, insurance benefits and Patriot Health of Florida, Inc. program features. If any payment is dishonored (with or without cause, intentionally or inadvertently), CHCA assumes no liability whatsoever, even if the result of the dishonored payment is a termination of your CHCA membership and Intelicare Health Membership Program.

**Exception:** If your Initial Monthly Payment occurred on the 29th, 30th, or 31st of a month, your monthly due date shall be the 28th of every month thereafter.

**Grace Period:** After your first payment and unless you have sent a prior written request for cancellation, if your payment is not paid (honored) on your payment due date, it may be paid during the next thirty-one (31) days. These thirty-one (31)



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days are called the grace period. If the payment not paid before the grace period ends, the coverage provided by this Policy will terminate at midnight on the last day for which your last payment was paid (honored).

**Membership Program Changes:** All Membership program changes shall be requested in writing and sent to us via mail (excluding e-mail), or Members may complete a Plan Change Form, which can be requested by calling (866) 907-7851. Written requests for Membership program changes may be sent via mail (excluding e-mail) to CHCA Intelicare Health Membership Programs, PO Box 15460, Plantation, FL 33318 or sent via fax to 954-315-6325.

**Insurance Benefits "Free Look" Period:** You are given a ten (10) day "Free-Look" period to review your Membership program and cancel with a full refund of your initial monthly payment, first monthly association fee and one-time processing fee.

**Exceptions: Residents of AZ and CO are given a thirty (30) day "Free-Look" period.**

The first day of the Free-Look Period shall be determined using the date of your application, plus seven (7) days - allowing for standard mail delivery. A cancellation within the Free-Look Period is determined if the date stamped on the cancellation request falls within 17 days (37 days in AZ and CO) of the date of your application.

**Cancellations:** All cancellations must be requested in writing and must be delivered via mail (excluding e-mail) to CHCA Intelicare, PO Box 15460, Plantation, FL 33318 or via fax to (954) 315-6325. The date of a cancellation is determined by either the date stamp of a request received by fax, or the date stamped postmark on requests received through the mail. After the ten (10) day "Free Look" period, any cancellation request must reach us at least two days prior to your next Monthly payment due date to prevent another automatic draft. When a written cancellation is received after your first effective month of membership, your membership record will be reviewed. If there is a payment posted for a full future month's coverage, the payment and association fee will be fully refunded.

**Refunds:** Any refund to which a member may be entitled will be processed within 10 business days from the date the written request for cancellation is received by CHCA.

**Medical Providers:** You may seek treatment from any licensed physician or hospital in order to access your Insurance benefits. Note: Insurance benefits are assignable. CHCA does not warranty or guarantee appropriate credentials of medical providers and assumes no liability or obligation for the credentialing of medical providers. CHCA does not guarantee or warrant the quality or accessibility of services delivered to our members by any medical provider. Under this Agreement, CHCA shall only provide access to medical providers in the Preferred Provided Network.

**Insurance Benefits:** The Group Insurance benefits vary depending on the program selected. These benefits are provided under a group insurance policy administered by Preferred Care, Inc. and insurance benefits, are underwritten by American Medical and Life Insurance Company and in some states are underwritten by Guarantee Trust Life Insurance Company and are subject to exclusions, limitations, terms and conditions of coverage as set forth in the insurance certificate of coverage and schedule, which includes but is not limited to, limitations of pre-existing conditions. This is not basic health insurance or major medical coverage and is not designated as a substitute for basic health insurance or major medical coverage. This is a limited medical Association Membership program that provides for limitations to the coverage for each benefit. The limitations are disclosed in the policy and certificate which are made available at time of enrollment. To receive a reimbursement, you must complete and submit standard claim forms, which must be mailed to the insurance company's designated third party administrator (TPA) in order to receive payment for covered services up to the Insurance benefits maximum or you may choose to assign your association Insurance benefits to your provider.

**Maximum Benefits:** Any CHCA Member that has collected the maximum amount(s) of any insurance benefit affiliated with CHCA shall not re-enroll as a member of another CHCA membership program in order to circumvent the maximum amount(s). If a CHCA Member re-enrolls in an affiliated program, American Medical and Life Insurance Company reserve the right to deny further Insurance benefits to the Member without further notice. **Dual Enrollment** The insurance carrier will not allow concurrent coverage in more than one association sponsored program whether or not that association is CHCA.

**Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for judicial enforcement or review shall lie in any court of competent jurisdiction in Broward County, Florida. Any dispute arising from or relating to this Agreement, which can not be resolved after the parties use reasonable efforts to reach a mutually agreeable understanding, shall be resolved through binding, non-appealable private arbitration, conducted in accordance with the rules of the American Arbitration Association and subject to the Florida Arbitration Code. Florida Statutes, §95.11 shall apply to any arbitration as the statute of limitations. Exclusive venue for such arbitration shall be in Broward County, Florida, unless otherwise designated by CHCA or its successors. Members may submit all complaints in writing via U.S. Mail to corporate headquarters and may mail complaints to the following address: PO Box 15460, Plantation, FL 33318. These provisions shall survive termination of membership in CHCA and/ or in the Intelicare Health Membership Program. This Agreement constitutes the entire Agreement between Members and CHCA. There are no warranties, express or implied, other than those expressly stated herein. Each Member hereby waives any claim he or she may have against

# Strategic Partner Questionnaire and Profile

CHCA attributable to ministerial or typographical errors. This Agreement may only be amended in writing and only by CHCA. CHCA may, if deemed necessary, assign its duties and responsibilities hereunder to third parties, and shall be relieved of any further liability hereunder. CHCA shall not share your personally identifiable information with the general public. However, CHCA may send promotional information to its Members about services offered by us, our affiliates and/ or our business partners.

**Insurance Benefits Disclosures:** (1) Insurance-based features are limited and are not intended to cover all medical expenses. This coverage is creditable coverage, although it should not be considered as comprehensive health insurance, or major medical insurance coverage. This coverage provides limited indemnity Insurance benefits to reimburse you for paid expenses covered under your certificate. (2) You have requested coverage under the group policy made available to CHCA members. You understand that if the coverage for which you have applied becomes effective, you agree to all the terms of the group policy. (3) You understand that all Insurance benefits are not provided for any loss caused by or resulting from a Pre-existing Condition, until such time as there has been continuous period of six (6) months (commencing on the Effective Date of Coverage.) This limitation does not apply to : genetic information in the absence of a diagnosis of the condition relates to such information; a newborn child who is enrolled in the plan within 30 days after birth; nor to a child who is adopted or placed for adoption before attaining 18 years of age and as of the last day of the 30-day period beginning on the date of the 30-day period beginning on the date of birth, adoption, or placement for adoption, is covered under credible coverage; pregnancy; and an individual, and any dependent of such individual who is eligible for a federal tax credit under the Federal Trade Adjustment Assistance Reform Act of 2002 and who has six (6) months of credible coverage. In determining whether a pre-existing condition limitation applies, we will credit the time the covered person was previously covered under creditable coverage if the previous creditable coverage was(a) a group health plan; (b) health coverage; (c) Part A or Part B of title XVIII of the Social Security Act; (d) Title XIX of the Social Security Act other than coverage consisting solely of benefits under section 1928; (e) Chapter 55 of title 10, United States Code; (f) a medical care program of the Indian Health Service or of a tribal organization; (g) a state health benefits risk pool; (h) a health plan offered under chapter 89 of title 5, United States Code; (i) a public health plan, including health coverage provided under a plan established or maintained by a foreign country or political subdivision ( as defined in regulations); (j) a health plan under section 5 (e) of the Peace Corps Act 22 U.S.C. 2504 (e) and coverage under S-CHIP. Pre-existing Condition is defined as the following: injury or sickness, not excluded by name or specific description for which (a) medical advice, consultation, care, or treatment was recommended by and/ or received from a doctor within six (6) months immediately prior to the Effective Date of coverage for a covered person, or (b) symptoms existed within the six (6) month period immediately prior to the Effective Date of coverage for a covered person that would cause a reasonable person to seek consultation, care, or treatment from a doctor. Consultation is defined as an evaluation, diagnosis, or medical advice given without the necessity of a personal examination or visit. (4) You understand that any marketer soliciting your application was acting as an independent contractor and not as an agent of the insurance company or CHCA. You further acknowledge that the person soliciting your application and upon whose explanation of Insurance benefits, limitations or exclusions upon whom you relied was retained by you as your marketer and that such person has no right to bind or approve coverage or alter any of the terms or conditions of the group policy. (5) You verified that all of the information provided in your application was complete, true and correct, and was all within your personal knowledge. (6) You agree to notify CHCA immediately of any changes in any of the information contained in the application. (7) All information you have provided shall be held in the strictest confidence. Your personal health information is protected at all times and may only be released with your express written authorization to do so.

## Miscellaneous Insurance Disclosures - General and by State:

**Fraud Warning:** 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, or conceals information for the purpose of misleading may be guilty of insurance fraud and subject to criminal and/or civil penalties.

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

**District of Columbia Residents: WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny Insurance benefits if false information materially related to a claim was provided by the applicant. **Kentucky, Ohio and Pennsylvania Residents:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**Louisiana Residents: Fraud Warning:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. **NOTICE:** Genetic information, receipt of genetic services or refusal to submit to a genetic test may not be used to terminate, cancel, limit, non-renew or deny coverage or establish differentials in premiums.

**Oklahoma Residents: WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty

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of a felony. **Tennessee Residents:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purposes of defrauding the company. Penalties include imprisonment, fines and denial of coverage. **Texas Residents: Fraud Warning:** 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, or conceals information for the purpose of misleading maybe guilty of insurance fraud and subject to criminal and/or civil penalties.

*These Terms & Conditions are subject to change without notice*

Revision 9/2008

- h) Copies of all sales, marketing and advertising materials for all functions of the trust or association.  
See Exhibit VIII
- 2) Does the Association have marketing or management services agreement between the association and outside firm? Yes, Diversified Health Plans Inc. and Oxonia Insurance Group, Inc.
  - a. Provide a copy of any such agreements See Exhibit IX
  - b. Describe what control or rights the marketing/management services firm maintains. N/A  
Do they have equitable control? N/A
- 3) What is your mission and how do you support it? Please detail activities that provide ample evidence that the association was formed for other than providing insurance benefits, clearly documenting all those activities and benefits provided by the association to members that are not insurance related. Discussion areas include but are not limited to: *Please see answer provided to question #4 of the Questionnaire*
  - a. Communication activities with current membership : Emails and website
  - b. Lobbying, public relations, charitable endeavors performed by the association : None
  - c. Breadth of non insurance services provided and evidence of member's perception of their value.
  - d. Resources (budgeted expenditures and/or designated resource) in support of the non insurance related mission.
- 4) Provide a history of the enrollment levels over the last 3 years. 2008- 45,339 2007- 39,919 2006- 30,140
- 5) What are the terms/qualifications for membership? Ages 18-64
- 6) What is the cost to a member to belong to the Association? Basic membership is a t no cost. If member opts to purchase health program, \$10 per membership, per month.
  - a. Can a member join the association or trust without buying the insurance? If, yes, how and under what terms? YES, a member can join the association without buying insurance by self enrolling in the basic membership at [www.consumerhealthchoice.org](http://www.consumerhealthchoice.org)
- 7) How many active members (dues paying) does the Association have currently? 4052
  - a. How many are impacted by affiliations agreements? None
  - b. How many have insurance of any kind in their package? 4052
  - c. How many have medical insurance provided through the association? 4052

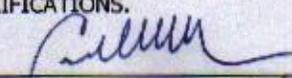


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- 8) If you have non dues paying membership, how many are there and what evidence can you provide that the membership is active and in good standing? 1) 41,287 2) Data can be provided
- 9) How the Association marketed and membership is is solicited? (Is it marketed by administrators, agents, brokers, group members, internet etc.?) Solicited by agents and website.
- a. Is there a difference in how insurance versus non insurance products and services are marketed? If yes, please provide details.
- 10) How much are the non insurance services utilized inside the association? Utilization of non insurance services is not quantified.
- 11) Does the Association receive marketing fees or commissions on any goods and products sold to the membership? If yes, please detail the product, vendor, and terms. NO
- 12) How are Association fees billed to the membership? Monthly in conjunction with billing for the program consisting of insurance benefits and non insurance features.
- 13) Does the Association have any reciprocal or affiliated relationships with any other Association? NO
- If yes,
- a. Please provide details on the terms and conditions of the relationship.
- b. Provide the names, addresses, and web sites and primary contact information as applicable for each affiliated relationship.
- c. Please detail how these affiliations will be party to the program envisioned with AMLI

### .Attestation and Certification

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE ABOVE INFORMATION IS CORRECT. I UNDERSTAND THAT AS A MATTER OF PROCEDURE A ROUTINE INQUIRY MAY BE MADE OF ANY OR ALL OF THE INDIVIDUALS AND FIRMS NOTED ABOVE AS REFERENCES IN ORDER TO VALIDATE MY FIRM'S QUALIFICATIONS.

Date: July 1, 2009 Signature:   
Name: Carlos Herrera  
Title: PRESIDENT

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## ANSWER QUESTION # 3- MEMBERSHIP BY STATE (DUES)

State	Count
AL	106
AR	32
AZ	130
CA	187
CO	53
DC	1
DE	24
FL	410
GA	202
HI	14
IA	36
ID	11
IL	195
IN	123
KY	59
LA	98
MA	28
MD	108
ME	6
MI	92
MO	117
MS	68
MT	2
NC	141
ND	4
NE	39
NJ	50
NM	26
NV	28
NY	116
OH	208
OK	68
OR	9
PA	261
RI	17
SC	101
TN	160
TX	445
UT	1
VA	133
WI	77
WV	42
WY	20



Featuring  
Intelicare Select & Apex  
For Members of  
Consumer Health Choice Association



*Dear Member,*

Welcome to Consumer Health Choice Association (CHCA). The Consumer Health Choice Association provides free membership features to its members along with access to additional health programs that can be purchased through the Association. As a Consumer Health Choice Association Member, you have chosen to take advantage of the Health Membership program.

We hope you will review your new Intelicare member handbook thoroughly. For your convenience we have included important contact information, a detailed explanation of your CHCA and Intelicare membership program features.

If you have access to the internet, we invite you to visit our websites regularly in order to access the newest program updates and take full advantage of your CHCA and Intelicare memberships. To review CHCA specific updates, please visit [www.consumerhealthchoice.org](http://www.consumerhealthchoice.org). For Intelicare Health updates, you may visit [www.intelicarehealth.com](http://www.intelicarehealth.com).

As a valued member of CHCA, please know we are committed to excellent service and your complete satisfaction.

*Wishing You Good Health,*

Your Customer Care Specialists



# Intelicare Health Program Directory

## Association Insurance Benefits Toll-Free 1-888-264-1512

Members may call Monday through Thursday between 8:30 AM and 4:30 PM (EST) and Friday between 8:30 AM and 4:00 PM (EST) for claim or benefit inquiries related to the following Association Insurance Benefits:

Daily Hospital Confinement	Hospital Admission
Surgery with Anesthesia	Intensive Care / Critical Care
Doctor Office Visits	Preventative Test Care
Emergency Care / Urgent Care	Diagnostic Testing & Labs
Accident Medical	Accidental Death & Dismemberment*
Skilled Nursing	Term Life Insurance

## Patriot Health Florida, Inc. Program Features<sup>1</sup> Toll-Free Number

Members may call Monday through Friday between 9:00 AM and 7:00 PM (EST) for inquiries related to the following features.

Note: The Nurse & Counseling Hotlines are available 24 Hours a day, 7 days a week.

Physicians	1-800-290-3869
Hospitals & Labs	1-800-290-3869
Dental	1-800-290-3869
Vision	1-800-290-3869
Hearing	1-800-290-3869
4 -Tier Prescription <sup>2</sup>	1-800-290-3869
Chiropractic	1-800-290-3869
Alternative Medicine	1-800-290-3869
Elder Care	1-877-275-1010 (Group Code 101)
24-Hour Nurse Hotline	1-877-541-9189
24-Hour Counseling Hotline	1-800-531-0200

## CHCA Lifestyle Membership Features<sup>3</sup> Toll-Free Number

Fitness Centers	1-800-294-1500
Vitamins & Supplements	1-888-848-2329 (Code BD060410)
Identity Theft Guardian	1-800-290-3869
Durable Medical Equipment & Supplies	1-877-275-1010 (Group Code 101)
Medical Record Software Plus	1-800-290-3869
Legal Assistance	1-800-562-2929 (Ext. 4)
Financial Planning	1-800-562-2929 (Ext. 4)
Hotels	Member calls direct
Roadside Assistance	1-800-325-9028
Auto Maintenance	Member calls direct
Movie Tickets	1-800-290-3869
Tradesman Referrals	1-866-849-1118
Emergency Travel Assistance <sup>4</sup>	1-888-965-9500

## CHCA Free Membership Features Toll-Free Number or Website

For CHCA Free Membership Features inquiries, members may call the phone numbers below for usage, or;

In order to receive maximum discounts online, visit the CHCA website [www.consumerhealthchoice.org](http://www.consumerhealthchoice.org) / [Member Access](#).

Log-in using your Member-ID to access the listed features and the discounts they provide being a CHCA member.

Moving & Storage	1-888-614-7271
Car Rental	Member calls direct
FTD	1-800-736-3383 (Code 10835)
American Blooms	1-888-399-1700 (Code "dividend")
Magazine Subscriptions	1-888-255-6247 (Code UHPOA30)

The following Features are accessible via [www.consumerhealthchoice.org](http://www.consumerhealthchoice.org)

Amusement Parks	CHCA website
Floral Arrangements & Gifts	CHCA website
Magazine Subscriptions	CHCA website
KB Toys	CHCA website
Luggage Online	CHCA website
Overstock.com	CHCA website
Personalization Mall	CHCA website
Toshiba	CHCA website
Expedia	CHCA website
Cookies & Confections	CHCA website
Match.com	CHCA website
Petsmart	CHCA website

## Billing Inquiries, Program Changes - Monday through Friday 8:30 AM - 5:30 PM (EST) Toll-Free 1-866-907-7851

\* Not Available in Florida

<sup>1</sup>Patriot Health Florida, Inc. Program Features are not available in CA, CT, FL, ID, KS, ME, MT, NH, NV, OK, VT and WA.

24-Hour Nurse and Counseling Hotlines are available to all CHCA Members of Intelicare Programs.

<sup>2</sup>Exceptions: 4-Tier Pharmacy feature is available in FL, ID and ME but is not available in CA, CT, KS, MT, NH, NV, TN, VT and WA.

<sup>3</sup>Not available in NC. <sup>4</sup>Not available in CA, FL, & NY.

<b>Intelicare Program Features Comparison</b>	<b>Select 500</b>	<b>Select 1000</b>	<b>Apex 500</b>	<b>Apex 1000</b>
<b>Insurance Benefits</b>				
<i>Expressed on a "Policy Year / Per Covered Member" basis.</i>				
<b>Daily In-Hospital*</b>	\$500	\$1,000	\$500	\$1,000
Combined Maximum days per policy year	30	30	30	30
<b>Initial Hospital Admission</b>	n/a	n/a	\$250	\$250
<b>Surgery with Anesthesia Benefit**</b>				
Surgery - % of RBRVS	50%	50%	80%	80%
Anesthesia as % of Covered Surgery	25%	25%	25%	25%
<b>Intensive Care / Critical Care*</b>	\$500	\$1,000	\$500	\$1,000
Combined Maximum days per policy year	3	3	3	3
<b>Doctor's Office Visits</b>	\$50	\$50	\$70	\$70
Maximum visits per policy year	5	5	5	5
<b>Preventative Test Care</b>	\$50	\$50	\$70	\$70
Maximum tests per policy year	1	1	1	1
<b>Emergency Care / Urgent Care</b>	n/a	\$50	\$50	\$50
Maximum visits per policy year		1	1	1
<b>Diagnostic Testing &amp; Lab Benefit</b>	\$50	\$50	\$70	\$70
Maximum visits per policy year	5	5	5	5
<b>Accidental Medical - Up to:</b>	\$2,500	\$2,500	\$2,500	\$2,500
Deductible per Accident	\$100	\$100	\$100	\$100
Maximum # of Accidents per person per policy year	1	1	1	1
<b>Skilled Nursing Facility</b>	n/a	n/a	\$100	\$100
Maximum days per policy year			10	10
<b>Term Life*** - Primary Member Only - Maximum:</b>	n/a	n/a	\$10,000	\$15,000
<b>Accidental Death &amp; Dismemberment*** - Max. - Up to: (\$10,000 Member, \$5,000 Spouse, \$2,500 Dependent)</b>				
<b><u>Patriot Health Florida, Inc. Program Features<sup>1</sup></u></b>				
Physicians, Hospitals & Labs	✓	✓	✓	✓
Dental	✓	✓	✓	✓
Vision	✓	✓	✓	✓
Hearing	✓	✓	✓	✓
4 Tier Prescription <sup>2</sup>	✓	✓	✓	✓
Chiropractic Care	✓	✓	✓	✓
Alternative Medicine	✓	✓	✓	✓
Elder Care	✓	✓	✓	✓
24 Hour Nurse & Counseling Hotlines	✓	✓	✓	✓
<b><u>CHCA Lifestyle Membership Features<sup>3</sup></u></b>				
Fitness Centers	✓	✓	✓	✓
Vitamins & Supplements	✓	✓	✓	✓
Identity Theft Guardian	✓	✓	✓	✓
Durable Medical Equipment & Supplies	✓	✓	✓	✓
Medical Records Software Plus	✓	✓	✓	✓
Legal Assistance and Financial Planning	✓	✓	✓	✓
Hotels	✓	✓	✓	✓
Roadside Assistance Emergency Access	✓	✓	✓	✓
Auto Maintenance	✓	✓	✓	✓
Movie Tickets	✓	✓	✓	✓
Tradesman Referrals	✓	✓	✓	✓
Emergency Travel Assistance <sup>4</sup>	✓	✓	✓	✓
<b><u>CHCA Free Membership Features</u></b>				
Amusement Parks	✓	✓	✓	✓
Floral Arrangements & Gifts, Magazine Subscriptions	✓	✓	✓	✓
Moving & Storage	✓	✓	✓	✓
Car Rentals	✓	✓	✓	✓
KB-Toys	✓	✓	✓	✓
Luggage Online	✓	✓	✓	✓
Overstock.com	✓	✓	✓	✓
Personalization Mall	✓	✓	✓	✓
Toshiba	✓	✓	✓	✓
Expedia (Travel, Cruises, Car Rental Discounts & Hotels)	✓	✓	✓	✓
Cookies & Confections	✓	✓	✓	✓
Match.com	✓	✓	✓	✓
Petsmart	✓	✓	✓	✓

\*Carrier will not pay concurrently for Daily In-Hospital Confinement and Intensive Care/Critical Care features. \*\*In some states Surgery with Anesthesia may be based upon a surgical schedule as shown in your certificate schedule. \*\*\*Not Available in Florida <sup>1</sup>Patriot Health Florida, Inc. Program Features are not available in CA, CT, FL, ID, KS, ME, MT, NH, NV, OK, VT and WA. 24-Hr. Nurse and Counseling Hotlines are available to all CHCA Members of Intelicare Programs. <sup>2</sup>Exceptions: 4-Tier Pharmacy feature is available in FL, ID and ME but is not available in CA, CT, KS, MT, NH, NV, TN, VT and WA. <sup>3</sup>Not Available in NC. <sup>4</sup>Emergency Travel Assistance, not available in CA, FL & NY.

Insurance Benefits are Administered by Preferred Care, Inc. and are underwritten by American Medical and Life Insurance Company, and in some states are underwritten by Guarantee Trust Life Insurance Company. The program is offered to members of the Consumer Health Choice Association (CHCA).

Intelicare Health Membership Programs consist of limited medical insurance, \*Patriot Health Florida, Inc. Program Features provided by Patriot Health Florida, Inc., and other Association CHCA savings features that are available to individuals from age 18 up to age 65, with the program terminating at the end of the policy year following the member's 65<sup>th</sup> birthday.

**Effective Date** - Your Effective Date is based on the following:

1. If you applied between the 1st and 15th of the month, the effective date will be the 1st of the following month.
2. If you applied between the 16th and the last day of the month, the effective date will be the 15th of the following month.

**Intelicare Health New Member Kit** - Your New Member Kit consists of:

- Your Member Handbook
- Your Association Membership Card
- Your Membership Insurance Card
- Drug Formulary

*Note: Your Certificate of Coverage and Certificate Schedule will arrive in a separate package via U.S. Mail.*

### Monthly Payments

Monthly payments are automatically drafted from your checking, savings account or credit card each month through an automatic transaction. This draft will occur once a month, on or about the same day of the month as your initial monthly payment, with payment applicable to the following month's program payment and monthly association fee.

### Program Changes

You may choose to upgrade or downgrade among Intelicare Health Programs once every consecutive 12 month period. However, with family life style events (births, deaths, marital status changes, or adoptions, etc.) changes are allowed without the timing limitation. Adding a previously uncovered person is allowed provided this person meets the definition of eligible dependent\*.

Program changes take place on your next effective date. For example, if your current effective date is the 1st of the month, the new program will be effective on the 1st of the following month. Program changes must be received in writing or you may use the Change Authorization Form located in the Member Resources Section of the web site.

An eligible dependent is a lawful spouse under the age of 65, or unmarried children, under the age of 19.\*For exceptions to eligible dependents, please refer to your Certificate of Coverage.

### Online Resources:

For your added convenience, you are able to view or download the following Intelicare Health documents or forms by visiting the Member Resources section of our website at [www.intelicarehealth.com](http://www.intelicarehealth.com).

- Member Directory
- Change Authorization Form
- Claim Forms
- Member Handbook

### Insurance Based Features "Free-Look" Period

You are given a ten (10) day "Free-Look" period to review your Membership program and cancel with a full refund of your initial monthly payment, first monthly association fee and one-time processing fee. Exceptions: Residents of AZ and CO are given a thirty (30) day "Free-Look" period. The first day of the "Free-Look" Period shall be determined using the date of your application, plus seven (7) days - allowing for printing and standard mail delivery. A cancellation within the "Free-Look" Period is determined if the date stamped on the cancellation request falls within 17 days (37 days in AZ and CO) of the date of your application.

### Cancellation

All cancellations must be requested in writing and must be delivered via mail (excluding e-mail) to Intelicare, PO Box 15460, Plantation, FL 33318 or via fax to (954) 315-6325. The date of a cancellation is determined by either the date stamp of a request received by fax, or the date stamped postmark on requests received through the mail. After the ten (10) day "Free-Look" period, any cancellation request must reach us at least two days prior to your next Monthly payment due date to prevent another automatic draft. When a written cancellation is received after your first effective month of membership, your membership record will be reviewed. If there is a payment posted for a full future month's coverage, the payment and association fee will be fully refunded.

**Note: Please review the Member Terms & Conditions for state specific exceptions.**

### Refunds

All refunds will be processed within 10 business days from the date of receipt of your written cancellation. To prevent any delay in your refund processing, it is important that you do not dispute your purchase with your issuing bank.

For all refund inquiries, please call 1-866-907-7851.

*\*Patriot Health Florida, Inc. Program Features are not available in CA, CT, FL, ID, KS, ME, MT, NH, NV, OK, VT and WA.*

*24-Hour Nurse and Counseling Hotlines are available to all CHCA Members of Intelicare Programs.*

*Exceptions: 4-Tier Pharmacy feature is available in FL, ID and ME but is not available in CA, CT, KS, MT, NH, NV, TN, VT and WA.*

**PATRIOT HEALTH OF FLORIDA, INC. PROGRAM FEATURES ARE NOT HEALTH INSURANCE**

# Association Insurance Benefits

## **Daily In-Hospital Confinement\***

When confined to the hospital due to a covered accident or sickness, the carrier will pay the benefit maximum for up to 30 days per year.

## **Hospital Admission** (not included in the Select programs)

When admitted to the hospital due to a covered accident or sickness, the carrier will pay the benefit maximum in admission costs.

## **Surgery with Anesthesia**

When surgery with anesthesia is needed due to a covered accident or sickness, the carrier will pay up to the benefit maximum for the surgery. Anesthesia will be paid at 25% of the amount covered for the surgery.

*Note: In some states Surgery with Anesthesia may be based upon a surgical schedule as shown in your certificate schedule.*

## **Intensive Care/Critical Care\***

When confined to an intensive care unit due to a covered accident or sickness, the carrier will pay the benefit maximum for up to three (3) days.

## **Doctor Office Visits**

When treated at the doctor's office for a covered accident or sickness, the carrier will pay the benefit maximum, for up to five (5) visits. *Note: One of these visits may be used for preventative care services.*

## **Preventative Test Care**

The carrier will pay the benefit maximum for one (1) covered preventative test.

## **Emergency Care/Urgent Care** (Not included in the Select 500 program)

When treatment is received at a hospital emergency room or urgent care facility due to a covered accident or sickness, the carrier will pay the benefit maximum for one (1) visit.

## **Diagnostic Testing & Lab Benefit**

When diagnostic tests and labs are required due to a covered accident or sickness, the carrier will pay the benefit maximum for up to five (5) service dates.

## **Skilled Nursing Facility\*** (Not included in the Select Plans)

When necessary due to a covered accident or sickness, the carrier will pay the maximum benefit amount for up to 10 days in a skilled nursing facility.

## **Term Life** (Not included in the Select Programs, Not Available in Florida)

The carrier pays the beneficiary 100% of the benefit amount in the event of a loss of life for the primary member.

## **Accident Medical**

The carrier pays up to the maximum benefit amount for charges due to injuries received in one (1) covered accident - subject to a \$100 Policy Year deductible.

## **Accidental Death and Dismemberment** (Not Available in Florida)

In the unfortunate event of the loss of life or limb in a covered accident, the carrier pays up to \$10,000 for the member (\$5,000 for a covered spouse/\$2,500 for covered dependents).

To request a claim form, discuss the status of a claim or insurance program details, please call 888.264.1512.

Please mail completed claim forms to UHP, 160 Eileen Way, Syosset, NY 11791. The carrier will pay the provider directly based upon your benefit amount. If there is an outstanding balance, you will be billed directly by the provider.

## *Patriot Health Florida, Inc. Program Features\**

This discount program provided by Patriot Health, Florida, Inc. is not a health insurance policy and is not intended as a substitute for insurance. The program provides for discounts on health services from participating providers, and the range of the discounts will vary depending on the type of provider and the health services received. The program does not make payments to providers of health care services. Members are required to pay for all health care services at the time the services are performed, but will receive a discount from contracted providers. This program is administered by Patriot Health Florida, Inc., at 160 Eileen Way • Syosset, NY, 11791, and is offered to members of Consumer Health Choice Association, located at 8201 Peters Road Suite 1000, Plantation, FL 33324.

To obtain additional information and an up-to-date list of contracted providers by name, city, state, and specialty in your service area, you may call customer service at 800-290-3869 or go to [www.intelicarehealth.com](http://www.intelicarehealth.com)

Program administrators have no liability for providing or guaranteeing service or for the quality of service rendered. Participating providers are subject to change without notice and are not available in all areas. Note: This contract is not protected by any state Life and Health Guarantee Association.

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### **Physicians, Hospitals, and Labs**

#### **Beech Street Physician Network**

Enjoy specially contracted and negotiated rates with savings of 5% to 40% at participating providers. You are assured the best service by working directly with a Customer Care Consultant who is a person dedicated to help you maximize your savings.

#### **Beech Street Hospital Network**

As a member, you may save 5% to 40% off incurred hospital bills\*\*. The Customer Care Consultant will answer any questions you may have about how to utilize the program.

#### **Lab Visits**

Members receive rates which offer savings averaging at least 20% on virtually all laboratory services including blood-work and lab screenings at any participating lab facility.

#### **How to Access Physician, Hospital, and Labs:**

- 1) Contact a Customer Care Consultant at 800-290-3869.
- 2) Identify the type of provider/facility required.
- 3) A Customer Care Consultant will help you utilize the program.
- 4) Simply call your provider to schedule your appointment.

*\*Patriot Health Florida, Inc. Program Features are not available in CA, CT, FL, ID, KS, ME, MT, NH, NV, OK, VT and WA.*

*24-Hour Nurse and Counseling Hotlines are available to all CHCA Members of Intelicare Programs.*

*Exceptions: 4-Tier Pharmacy feature is available in FL, ID and ME but is not available in CA, CT, KS, MT, NH, NV, TN, VT and WA.*

*\*\* Pricing and savings vary from one location and provider to another and are not guaranteed.*

*NOTE: Network providers may NOT be available in certain areas.*

# *Patriot Health Florida, Inc. Program Features\**

## **Tiered Dental Care**

As a CHCA Intelicare member, you have lots to smile about! Members have access to specially negotiated rates at participating dentists under THREE distinct scenarios.

- TIER 1:** Members receive a no-charge\*\* exam and full set of x-rays in conjunction with a paid annual cleaning and follow a fee schedule of fixed payments for many procedures at select participating practitioners around the country. Fixed schedule procedure rate savings are on average near 25%-50% off usual and customary fees\*\*\*.
- TIER 2:** In the event a Tier 1 provider is not available in a given area, a secondary schedule participating dentist may be available at some of the lowest rates of any national dental network.
- TIER 3:** In the event dentists are not available on Tiers 1 and 2, an additional layer consisting of over 60,000 participating providers is then made available.

### **To access this feature please:**

Call 1-800-290-3869 and identify yourself as a CHCA Intelicare member.

Note: Network providers may NOT be available in certain areas.

*\*\*In conjunction with annual check-up prophylaxis (cleaning) provided by participating selected general practitioners of fee schedule A.*

*\*\*\*According to an ADA 2005 survey of national usual and customary fees, 90th percentile.*

## **Vision Care**

You (and enrolled members of your family) have access to over 14,000 participating vision providers, offering an average national savings of 10%-50% on eyewear, vision exams, and surgical procedures. There is a large selection of eyewear available to you, and there is no limitation on the number of times this benefit is used! If you prefer to order contact lenses by mail, your program includes access to a mail-order service with a large inventory available at a 20% discount!

### **To access this feature please:**

Call 1-800-290-3869 for Vision Providers. Call 1-800-290-3869 For Mail Order Contacts.

Note: Network providers may NOT be available in certain areas.

## **Hearing Care**

You (and enrolled members of your family) have access to Hearing Care Specialists through over 2,500 participating locations nationwide who offer an average national savings of 10% to 30% on audiology and 10% to 50% on hearing aids. A mail order service is also available for hearing aid purchases with discounts on over 80 models of major brand hearing instruments.

### **To access this feature please:**

Call 1-800-290-3869 and identify yourself as a CHCA Intelicare Health member.

*\*Patriot Health Florida, Inc. Program Features are not available in CA, CT, FL, ID, KS, ME, MT, NH, NV, OK, VT and WA.*

*24-Hour Nurse and Counseling Hotlines are available to all CHCA Members of Intelicare Programs.*

*Exceptions: 4-Tier Pharmacy feature is available in FL, ID and ME but is not available in CA, CT, KS, MT, NH, NV, TN, VT and WA.*

# *Patriot Health Florida, Inc. Program Features\**

## **4 Tiered Prescription Drugs<sup>1</sup>**

Thousands of select generic and brand name drug labels are available to you for a maximum cost of \$10, \$20, or \$50! This is a complete member prescription drug advocacy program focused on lowering your overall drug costs!

The program is accepted at over 50,000 participating pharmacies including all the leading national chains. The program is easy to use, as there are no limits on how often the program may be used.

**TIER 1:** Drugs at up to a \$10.00 maximum cost.\*\*\*

**TIER 2:** Drugs at up to a \$20.00 maximum cost.\*\*\*

**TIER 3:** Drugs at up to a \$50.00 maximum cost.\*\*\*

**TIER 4:** All other Drugs which cost over \$50.00 are also available for your benefit at discounted rates. Your program also provides additional options to lower your cost on Tier 4 drugs through an independent mail order service.

\*\*\*30 Day maximum supply allowed regardless of Max doses shown. Drugs are subject to be added or deleted without notice. Prices are subject to change at any time without notice.

## **Prescription Mail Order:**

Additional savings on prescription drugs delivered right to your door!\*\*

**FREE DRUG PROGRAMS:** Assistance is available in applying for dramatically under used drug programs when qualified. Call the toll free number if your individual income is under \$16,000 or your family income is under \$25,000.

**NOTE:** Actual member pricing at pharmacy may be lower than the indicated tier maximum drug cost. Pharmacists may charge a nominal handling fee. Discounts are only available at participating pharmacies.

## **To access this feature please:**

1. You may call the toll-free number 1-800-290-3869 or visit our website at [www.memberproviders.com/pharmacyA](http://www.memberproviders.com/pharmacyA) to locate a participating pharmacy or obtain drug tier information.
2. Visit a participating pharmacy.
3. Present your membership card when you visit your participating pharmacy.
4. Pay the pharmacy directly at your member plan rates and enjoy the savings!

\*\*Optional usage through an independent mail order service.

## **Chiropractic Care**

As more and more people become dissatisfied with the expense of traditional medical treatment and the side effects of drugs, they are turning to alternative treatment methods. Millions choose Chiropractors, the largest drug-free health care profession in the country! Satisfied patients claim these professionals help them to get well and stay well!

You have access to a national network of participating Chiropractors, offering a national average savings of 20% to 50% on examinations, adjustments, X-rays, and adjunctive therapy!

## **To access this feature please:**

Call 1-800-290-3869 and identify yourself as a CHCA Intelicare Health member. Note: Network providers may NOT be available in certain areas.

*\*Patriot Health Florida, Inc. Program Features are not available in CA, CT, FL, ID, KS, ME, MT, NH, NV, OK, VT and WA.*

*<sup>1</sup>24-Hour Nurse and Counseling Hotlines are available to all CHCA Members of Intelicare Programs.*

*<sup>1</sup>Exceptions: 4-Tier Pharmacy feature is available in FL, ID and ME but is not available in CA, CT, KS, MT, NH, NV, TN, VT and WA.*

# *Patriot Health Florida, Inc. Program Features\**

## **Alternative Medicine**

You have access to our Alternative Medicine Concierge Service. Whether you are looking for hypnotherapy to help you stop smoking, meditation therapy for stress management, or acupuncture to enhance your energy for peak performance, this program may be of help!

**Please call 1-800-290-3869** and request the type of service you are interested in, such as, Massage Therapy, Acupuncture, Aromatherapy, Ayurveda, Bio Feedback, Kinesiology, Nutrition Products and Counseling, Qi Gong, Tai Chi, Reiki, Yoga, and many more specialties. A friendly customer service representative will take your request and call you back with the closest available provider offering the best savings.

## **Elder Care**

By calling the Nurse Navigator Program, you and family members living with you have access to savings on new patient referrals to over 6,000 providers and 4,000 geriatric care managers nationwide. Call 24 hours a day! The staff is ready to help you to arrange quality care for your loved one. Savings from participating providers will vary by type of care and type of facility needed. Our members save from 10% to 25% on home health aides, nursing homes, assisted living facilities, Alzheimer's special care units, and respite care facilities, with an overall national average savings of 20%.

### **To access this feature please:**

Call 1-877-275-1010 and reference Group #101.

## **24 Hour Nurse Hotline**

A toll-free, confidential access to registered nurses 24 hours a day, 365 days a year is provided to members for receiving information on treating common illnesses, diagnostic and surgical procedures, recently diagnosed medical conditions, prescription, and over the counter medications, and more!

### **To access this feature please:**

Call 1-877-541-9189

## **24 Hour Counseling Line**

Unlimited toll-free, 24/7 access to a specially trained Master's level therapist for you and your family. Free support and self-help group referrals. Referrals to a local licensed therapist for face-to-face counseling at a specially discounted membership rate.

### **Counseling covers a wide array of issues including but not limited to:**

- Stress
- Marriage and relationship difficulties
- Substance abuse issues
- Anxiety
- Grief
- Job stress
- Depression
- Wellness issues
- Child problems

### **To access this feature please:**

Call 1-800-531-0200

*\*Patriot Health Florida, Inc. Program Features are not available in CA, CT, FL, ID, KS, ME, MT, NH, NV, OK, VT and WA.*

*24-Hour Nurse and Counseling Hotlines are available to all CHCA Members of Intelicare Programs.*

*Exceptions: 4-Tier Pharmacy feature is available in FL, ID and ME but is not available in CA, CT, KS, MT, NH, NV, TN, VT and WA.*

# Lifestyle Membership Features\*

## **Fitness Membership**

50% off of membership dues is available at thousands of participating fitness centers nationwide! Our members enjoy the benefits of fitness and exercise without the burden of annual contracts, and with discounted access to centers while traveling on the road.

**To access this feature please:** Call 1-800-294-1500

## **Vitamins & Supplements**

Our Vitamins & Supplements program is here to help you maintain excellent health! You may shop online or by phone to enjoy a national average savings of 40% on more than 6,000 vitamins, supplements, low carb products, and skin care items.

**To access this feature by phone please:**

Call 888-848-2329 to place an order with extensive savings on vitamins, supplements, and skin care items. Mention the code BD060410 to receive the extra 10% Intelicare discount.

**To access this feature by online please:**

Visit [www.vitacost.com](http://www.vitacost.com), click on Products. Select the desired product and click buy. Verify the order and click Continue Checkout. New customers need to create an account with an email address and password. Existing members may sign-on using their email address and password. Once the Shipping Screen is displayed, the member should enter the required Shipping Information and Payment Method.

**Note:** Members must enter BD060410 in the Promotion Code Field to receive the extra 10% Intelicare discount.

## **ID Theft Guardian**

Call us at 1-800-290-3869 to be connected to specialists who are highly trained in identity theft resolution practices in the event of an unfortunate occurrence and to access prevention tips to help reduce the odds of becoming a victim of ID theft.

## **Durable Medical Equipment & Supplies**

Our members save an average of 25% on durable medical equipment (DME) and supplies.

- Shower chairs
- Hospital beds & Lift chairs
- Surgical supplies
- Respiratory supplies
- Wheelchairs
- Walkers & Canes
- Diabetic products
- Ostomy care products

## **Procedure to Access DME Discounted Providers:**

Contact the Customer Service Center at 1-877-275-1010 and mention group # 101. You will be asked to describe your needs. The Customer Service Representative will contact several providers to determine the best available price and give this information to follow up with the provider directly. If requested, a nurse navigator will arrange for the supplies to be delivered to the your home directly.

## **Medical Record Software Plus**

A life saver when accurate health records are needed in a hurry. Save time when changing doctors by printing medical history with a mouse click. From children's immunization records to the family's genealogy... all are at the user's fingertips. This unique software is made available for you as a member of Intelicare. This software organizes your family's Health, PLUS... Financial and Personal possessions records in a straightforward way.

- Personal Data
- Family Doctors
- Pharmacies
- Immunization / Medication History
- Physicians
- Living Will Location
- Allergy History
- Insurance Agents & Policies
- Medical ID Card
- Medical / Dental History
- Genealogy: Parents & Grandparents
- Pets
- Surgical / X- Ray History
- Accident/Trauma History
- And much more

**To access this feature please:** Call 1-800-290-3869 and identify yourself as a Intelicare member.

## **Legal Assistance**

This program includes a national network of attorneys offering savings on an extensive array of legal services - by phone, in person, on-line (where available) guidance from Legal Customer Service specialists, and access to a library of legal resources and materials.

**To locate a participating attorney and obtain services, simply call 1-800-562-2929 (Extension 4)**

LIFESTYLE MEMBERSHIP FEATURES ARE NOT HEALTH INSURANCE

\*Not Available in NC.

# Lifestyle Membership Features\*

## Financial Planning

You may call 1-800-562-2929 (Extension 4) to locate financial consultants for:

- An initial consultation at no cost
- Access to a library of financial resources and materials
- Advice on taxes and tax related investment vehicles
- Fee based or commission planning options and Advice on retirement planning, college funding & 401(k) plans

## Hotels

Whether traveling for business or pleasure, our members call 1-800-258-2847 and mention **ID# 00052276** for up to 30% off at the following hotels: Comfort Suites, Comfort Inn, Sleep Inn, Quality, Clarion, Rodeway, Econolodge and Mainstay Suites. Members also receive 10% – 20% off regular room rates when calling the following toll free numbers of their favorite participating hotel and mentioning **Special Member Code 64713**:

<u>Hotel:</u>	<u>Phone Number:</u>	<u>Hotel:</u>	<u>Phone Number:</u>
Howard Johnson:	800-769-0939	Travelodge:	800-545-5545
Knights Inn:	800-682-1071	Amerihost:	800-996-2087
Days Inn:	800-268-2195	Wingate:	877-202-8814
Ramada:	800-462-8035		

## Roadside Assistance Emergency Access

24 hours per day, our members call 1-800-325-9028 to be dispatched to local qualified service providers of emergency towing, battery jump, flat to spare tire replacement, lock-out assistance, vehicle fluid (gas, oil, water supply) delivery, and mechanical adjustments. Members pay commercial rates at time of service.

## Auto-Maintenance

Members receive up to 10% off auto maintenance items such as brake service, tire and battery services and various other general auto maintenance needs. Members select their center of choice and using the following codes:

<u>Company &amp; Code</u>	<u>Company &amp; Code</u>	<u>Company &amp; Code</u>	<u>Company &amp; Code</u>
AAMCO: DJ0603	Pep Boys: 80218678	Mr. Transmission: MT-2003	Milex Centers: MX-2003
Jiffy Lube: DVD10	Maaco: DJ0103	MultiState Transm.: MS-2003	Alta Mere: AM-2003
Meineke:01-2003	Pro-Care: PC0805	Dr. Nicks: DN-2003	
Tire Kingdom, Merchant's Auto and Tire Centers and National Tire and Battery: 03-2004			

## Movie Tickets

Our members call 1-800-290-3869 to save 20% or more when purchasing at least six tickets at AMC, Regal, Edwards and Loews cinemas.

## Tradesman Referrals

Available 24/7, our members call 1-866-849-1118 to locate prescreened, customer rated home improvement, maintenance and repair professionals!

## Emergency Travel Assistance®\*\*

The world's premiere emergency travel assistance program is available to you if you suffer illness or injury while traveling 100+ miles from home and cannot be treated locally. This program coordinates the need for an air evacuation carrier so that you can immediately board an emergency air transport to the closest appropriate treatment facility without the adverse effect of the normal "cash before boarding" policy.

## Additional features include assistance for:

- 24 Hr. Information Service
- Emergency Delivery of Prescription Items
- Insurance Coordination
- Family Visitation
- Guarantee of Medical Expenses
- Medical Monitoring
- Transport of Escort
- Minor Children Return/Escort

**To access this feature please:** Call 1-888-965-9500 and identify yourself as a CHCA Intelicare Health member.  
**Important:** In a medical emergency, always call 911.

# Free Membership Features

## **Accessible by phone:**

### **Moving and Storage**

Members may call toll-free 1-888-614-7271, mention Special Member Code 102655 and save up to 60% off of retail costs of moving and storage. Prices are dependent on the region of the country and the service available at the time of need.

### **Car Rentals**

Whether traveling or just in need of temporary transportation, our members call the participating car rental companies below, mention the special member code and receive 10%-25% off of regular rates\*:

<u>Company:</u>	<u>Phone #</u>	<u>Member Code:</u>	<u>Company:</u>	<u>Phone #</u>	<u>Member Code:</u>
Budget:	800-527-0700	BCD# 866200	National:	800-CAR-RENT	ID# 5002210
Avis:	800-331-1212	AWD# T001800	Alamo:	800-GOALAMO	ID# 7011214
Hertz:	800-654-3131	CDP#1609824			

### **Floral Arrangements and Gifts**

Special occasions warrant beautiful flower arrangements! To save when ordering by phone:

- Save 5% at FTD, by calling 1-800-736-3383 and mentioning Member Code 10835, or
- Save at American Blooms by calling 1-888-399-1700 and using Member Code "dividend"

### **Magazine Subscriptions**

For CHCA members who prefer the convenience and savings of magazines delivered to the home, simply call 1-888-255-6247 and mention Special Member Code **uhpoa30** to receive.

- 10% off of the total subscription order, or
- \$5.00 off of any purchase of \$15.00 or more!

## **Accessible Online:**

Simply visit the CHCA website at [www.consumerhealthchoice.org](http://www.consumerhealthchoice.org), and log on with your member number to access links and usage instructions for the following free membership features:

### **Amusement Parks**

Admission discounts at SeaWorld in Orlando, FL, San Diego, CA, and San Antonio, TX ;at Busch Gardens in Tampa Bay, FL and Williamsburg, VA; and at Adventure Island, Water Country, and Sesame Place!

### **Floral Arrangements and Gifts**

CHCA members have three ways to save when ordering floral arrangements and gifts on-line:

- 15% on items purchased online from 1-800-FLOWERS
- 5% on online purchases from FTD
- Savings on online purchases from American Blooms

## *Free Membership Features*

### **Magazine Subscriptions**

For members who prefer to shop for their magazines online using links found on the CHCA website, there are even more options for savings!

- 10% off of the total subscription order, or \$5.00 off of any purchase of \$15.00 or more from MagazinePromotion.com, or
- Magazines.com who offers our members \$5.00 off of select magazines

### **KB Toys**

Discover the same energy, enthusiasm and excitement you experience at your local KB Toys store through online shopping with special offers for CHCA members!

### **Luggage Online**

Luggage Online is the Internet division of an established and respected luggage retailer founded in 1927. Through online purchase, CHCA members enjoy a great selection, discounts and free shipping!

### **Overstock.com**

Overstock.com is an Internet leader for providing brand names at clearance prices. CHCA members receive a 7% discount on all orders!

### **PersonalizationMall.com**

PersonalizationMall.com is the world's largest shopping mall of individually personalized products. Get a 15% discount on all orders just for being a CHCA Member!

### **Toshiba**

Toshiba delivers technology and products remarkable for their innovation and artistry - contributing to a safer, more comfortable, more productive life. CHCA provides their members instant savings of up to 20% on select Toshiba computers plus no tax and free shipping!

### **Expedia Travel**

Expedia delivers consumers everything they need for researching, planning, and purchasing travel. Save up to 15% on hotels, airfare, cruises, and car rentals as a valued CHCA Member.

### **Cookies & Confections**

David's Cookies offers their confections to CHCA Members at a 12% Discount.

### **Match.com**

Bringing couples together since 1995, Match.com is offering CHCA members the ability to save 15% off of new match.com memberships and the chance to join the millions who have found love through their services.

# Intelicare Health - MEMBER TERMS AND CONDITIONS

## Membership Insurance Benefits

This Agreement is between you, our valued Member (Member[s]), and Consumer Health Choice Association (CHCA), the sponsor of your Intelicare Health Membership Program. This Agreement shall be effective on the date your Initial Monthly Payment processes and sets forth the terms and conditions of your CHCA membership.

**Plan Description:** Intelicare Health Membership Programs provide both Insurance benefits and membership savings features available to individuals from age 18 to age 64. **Fulfillment** -Your membership handbook and identification cards will arrive in the same package via U.S. Mail and should arrive within five (5) business days from the date of your enrollment. Your certificate of coverage and certificate schedule will arrive in a separate package via U.S. Mail.

**Effective Date of Insurance Benefits:** If you applied between the 1st and the 15th of the month, your first effective date will be the 1st of the following month. If you applied between the 16th and the last day of the month, your first effective date will be the 15th of the next month.

**Monthly Payments:** As authorized at the time of your application, your Monthly Payments may be paid through an automatic draft of a checking or savings account by an ACH transaction or through an automatic debit transaction to a credit card. By agreeing to make your monthly payment through either ACH transaction or automatic debit transaction to your credit card, you waive the right to any future notice of the transfer of funds via either an ACH transaction or automatic debit to your credit card. The bank draft or debit shall occur on or about the same date of each month as your Initial Monthly Payment and shall be referred to herein as your monthly due date. As a member, you agree that inquiries or challenges to ACH or Credit Card charges shall be limited to two (2) monthly payments and waive all rights to inquire into or challenge any and all other monthly payments. Your authority shall remain in effect until CHCA receives a signed, written request from you to cancel your membership, insurance benefits and Patriot Health of Florida, Inc. program features. If any payment is dishonored (with or without cause, intentionally or inadvertently), CHCA assumes no liability whatsoever, even if the result of the dishonored payment is a termination of your CHCA membership and Intelicare Health Membership Program. **Exception:** If your Initial Monthly Payment occurred on the 29th, 30th, or 31st of a month, your monthly due date shall be the 28th of every month thereafter. **Grace Period:** After your first payment and unless you have sent a prior written request for cancellation, if your payment is not paid (honored) on your payment due date, it may be paid during the next thirty-one (31) days. These thirty-one (31) days are called the grace period. If the payment not paid before the grace period ends, the coverage provided by this Policy will terminate at midnight on the last day for which your last payment was paid (honored).

**Membership Program Changes:** All Membership program changes shall be requested in writing and sent to us via mail (excluding e-mail), or Members may complete a Plan Change Form, which can be requested by calling (866) 907-7851. Written requests for Membership program changes may be sent via mail (excluding e-mail) to CHCA Intelicare Health Membership Programs, PO Box 15460, Plantation, FL 33318 or sent via fax to 954-315-6325. Program changes will take place on your next effective date.

**Insurance-Based Features "Free Look" Period:** You are given a ten (10) day "Free-Look" period to review your Membership program and cancel with a full refund of your initial monthly payment, first monthly association fee and one-time processing fee. **Exceptions: Residents of AZ and CO are given a thirty (30) day "Free-Look" period.**

The first day of the Free-Look Period shall be determined using the date of your application, plus seven (7) days - allowing for standard mail delivery. A cancellation within the Free-Look Period is determined if the date stamped on the cancellation request falls within 17 days (37 days in AZ and CO) of the date of your application. **Cancellations:** All cancellations must be requested in writing and must be delivered via mail (excluding e-mail) to CHCA Intelicare, PO Box 15460, Plantation, FL 33318 or via fax to (954) 315-6325. The date of a cancellation is determined by either the date stamp of a request received by fax, or the date stamped postmark on requests received through the mail. After the ten (10) day "Free Look" period, any cancellation request must reach us at least two days prior to your next Monthly payment due date to prevent another automatic draft. When a written cancellation is received after your first effective month of membership, your membership record will be reviewed. If there is a payment posted for a full future month's coverage, the payment and association fee will be fully refunded. **Refunds:** Any refund to which a member may be entitled will be processed within 10 business days from the date the written request for cancellation is received by CHCA. **Medical Providers:** You may seek treatment from any licensed physician or hospital in order to access your Insurance benefits. **Note:** Insurance benefits are assignable. CHCA does not warrant or guarantee appropriate credentials of medical providers and assumes no liability or obligation for the credentialing of medical providers. CHCA does not guarantee or warrant the quality or accessibility of services delivered to our members by any medical provider. Under this Agreement, CHCA shall only provide access to medical providers in the Preferred Provider Network. **Insurance Benefits:** The group Insurance benefits vary depending on the program selected. These benefits are provided under a group insurance policy administered by Preferred Care, Inc. and insurance benefits, are underwritten by American Medical and Life Insurance Company, and in some states underwritten by Guarantee Trust Life Insurance Company and are subject to exclusions, limitations, terms and conditions of coverage as set forth in the insurance certificate of coverage and schedule, which includes but is not limited to, limitations of pre-existing conditions. This is not basic health insurance or major medical coverage and is not designated as a substitute for basic health insurance or major medical coverage. This is a limited medical Association Membership program that provides for limitations to the coverage for each benefit. The limitations are disclosed in the policy and certificate which are made available at time of enrollment. To receive a reimbursement, you must complete and submit standard claim forms, which must be mailed to the insurance company's designated third party administrator (TPA) in order to receive payment for covered services up to the Insurance benefits maximum or you may choose to assign your association Insurance benefits to your provider. **Maximum Benefits:** Any CHCA Member that has collected the maximum amount(s) of any insurance benefit affiliated with CHCA shall not re-enroll as a member of another CHCA membership program in order to circumvent the maximum amount(s). If a CHCA Member re-enrolls in an affiliated program, American Medical and Life Insurance Company reserves the right to deny further Insurance benefits to the Member without further notice. **Dual Enrollment:** The insurance carrier will not allow concurrent coverage in more one association sponsored program whether or not that association is CHCA. **Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for judicial enforcement or review shall lie in any court of competent jurisdiction in Broward County, Florida. Any dispute arising from or relating to this Agreement, which can not be resolved after the parties use reasonable efforts to reach

a mutually agreeable understanding, shall be resolved through binding, non-appealable private arbitration, conducted in accordance with the rules of the American Arbitration Association and subject to the Florida Arbitration Code. Florida Statutes, §95.11 shall apply to any arbitration as the statute of limitations. Exclusive venue for such arbitration shall be in Broward County, Florida, unless otherwise designated by CHCA or its successors. Members may submit all complaints in writing via U.S. Mail to corporate headquarters and may mail complaints to the following address: PO Box 15460, Plantation, FL 33318. These provisions shall survive termination of membership in CHCA and/or in the Intelicare Health Membership Program. This Agreement constitutes the entire Agreement between Members and CHCA. There are no warranties, express or implied, other than those expressly stated herein. Each Member hereby waives any claim he or she may have against CHCA attributable to ministerial or typographical errors. This Agreement may only be amended in writing and only by CHCA. CHCA may, if deemed necessary, assign its duties and responsibilities hereunder to third parties, and shall be relieved of any further liability hereunder. CHCA shall not share your personally identifiable information with the general public. However, CHCA may send promotional information to its Members about services offered by us, our affiliates and/or our business partners.

**Insurance Benefits Disclosures:** (1) Insurance-based features are limited and are not intended to cover all medical expenses. This coverage is creditable coverage, although it should not be considered as comprehensive health insurance, or major medical insurance coverage. This coverage provides limited indemnity Insurance-based features to reimburse you for paid expenses covered under your certificate. (2) You have requested coverage under the group policy issued to CHCA by the insurer and understand that if the coverage for which you have applied becomes effective, you agree to all the terms of the group policy. (3) You understand that all Insurance-based features are not provided for any loss caused by or resulting from a Pre-existing Condition, until such time as there has been continuous period of six (6) months (commencing on the Effective Date of Coverage.) This limitation does not apply to : genetic information in the absence of a diagnosis of the condition relates to such information; a newborn child who is enrolled in the plan within 30 days after birth; nor to a child who is adopted or placed for adoption before attaining 18 years of age and as of the last day of the 30-day period beginning on the date of the 30-day period beginning on the date of birth, adoption, or placement for adoption, is covered under credible coverage; pregnancy; and an individual, and any dependent of such individual who is eligible for a federal tax credit under the Federal Trade Adjustment Assistance Reform Act of 2002 and who has six months of credible coverage. In determining whether a pre-existing condition limitation applies, we will credit the time the covered person was previously covered under creditable coverage if the previous creditable coverage was (a) a group health plan; (b) health coverage; (c) Part A or Part B of title XVIII of the Social Security Act; (d) Title XIX of the Social Security Act other than coverage consisting solely of benefits under section 1928; (e) Chapter 55 of title 10, United States Code; (f) a medical care program of the Indian Health Service or of a tribal organization; (g) a state health benefits risk pool; (h) a health plan offered under chapter 89 of title 5, United States Code; (i) a public health plan, including health coverage provided under a plan established or maintained by a foreign country or political subdivision ( as defined in regulations); (j) a health plan under section 5 (e) of the Peace Corps Act 22 U.S.C. 2504 (e) and coverage under S-CHIP. Pre-existing Condition is defined as the following: injury or sickness, not excluded by name or specific description for which (a) medical advice, consultation, care, or treatment was recommended by and/ or received from a doctor within six (6) months immediately prior to the Effective Date of coverage for a covered person, or (b) symptoms existed within the six (6) month period immediately prior to the Effective Date of coverage for a covered person that would cause a reasonable person to seek consultation, care, or treatment from a doctor. Consultation is defined as an evaluation, diagnosis, or medical advice given without the necessity of a personal examination or visit. (4) You understand that any marketer soliciting your application was acting as an independent contractor and not as an agent of the insurance company or CHCA. You further acknowledge that the person soliciting your application and upon whose explanation of Insurance-based features, limitations or exclusions upon whom you relied was retained by you as your marketer and that such person has no right to bind or approve coverage or alter any of the terms or conditions of the group policy. (5) You verified that all of the information provided in your application was complete, true and correct, and was all within your personal knowledge. (6) You agree to notify CHCA immediately of any changes in any of the information contained in the application. (7) All information you have provided shall be held in the strictest confidence. Your personal health information is protected at all times and may only be released with your express written authorization to do so.

### Miscellaneous Insurance Disclosures - General and by State:

**Fraud Warning:** 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, or conceals information for the purpose of misleading may be guilty of insurance fraud and subject to criminal and/or civil penalties. **Arkansas Residents:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. **District of Columbia Residents: WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny Insurance benefits if false information materially related to a claim was provided by the applicant. **Kentucky, Ohio and Pennsylvania Residents:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime. **Louisiana Residents: Fraud Warning:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. **NOTICE:** Genetic information, receipt of genetic services or refusal to submit to a genetic test may not be used to terminate, cancel, limit, non-renew or deny coverage or establish differentials in premiums. **Oklahoma Residents: WARNING:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony. **Tennessee Residents:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purposes of defrauding the company. Penalties include imprisonment, fines and denial of coverage. **Texas Residents: Fraud Warning:** 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, or conceals information for the purpose of misleading maybe guilty of insurance fraud and subject to criminal and/or civil penalties.

**These Terms & Conditions are subject to change without notice.**

# MEMBER TERMS AND CONDITIONS

## Membership Discount Features

This Agreement is between you, our valued Member (Member[s]), and Consumer Health Choice Association (CHCA), the sponsor of your Membership program. This Agreement shall be effective on the date your Initial Monthly Payment processes and sets forth the terms and conditions of your CHCA Intelicare Health Membership Programs.

### Patriot Health Florida, Inc. Program Features\*

**This discount program is not a health insurance policy and is not intended as a substitute for insurance. The program provides for discounts on health services from participating providers, and the range of the discounts will vary depending on the type of provider and the health services received. The program does not make payments to providers of health care services. Members are required to pay for all health care services at the time the services are performed, but will receive a discount from contracted providers. This program is administered by Patriot Health Florida, Inc., at 160 Eileen Way, Syosset, NY, 11791 at 866.907.7851 and is offered to members of Consumer Health Choice Association, located at 8201 Peters Road Suite 1000, Plantation, FL 33324.**

To obtain additional information and an up-to-date list of contracted providers by name, city, state, and specialty in your service area, you may call customer service at 800-290-3869. Program administrators have no liability for providing or guaranteeing service or for the quality of service rendered. Participating providers are subject to change without notice and are not available in all areas.

**Note:** This contract is not protected by any state Life and Health Guarantee Association.

**Description:** Your CHCA Intelicare Health Membership Program provides Patriot Health Florida, Inc. Program Features\* in addition to your Membership Insurance benefits.

**Fulfillment:** Your membership handbook and identification cards will arrive in the same package via U.S. Mail and should arrive within five (5) business days from the date of your enrollment. Your certificate of coverage and certificate schedule will arrive in a separate package via U.S. Mail.

**Effective Date for Patriot Health Florida, Inc. Program Features:** If you enrolled between the 1st and the 15th of the month, your first effective date will be the 1st of the following month. If you enrolled between the 16th and the last day of the month, your first effective date will be the 15th of the next month.

**Insurance-Based Features “Free Look” Period:** You are given a ten (10) day “Free-Look” period to review your Membership program and cancel with a full refund of your initial monthly payment, first monthly association fee and one-time processing fee.

**Exceptions:** Residents of AZ and CO are given a thirty (30) day “Free-Look” period.

The first day of the Free-Look Period shall be determined using the date of your application, plus seven (7) days - allowing for printing and standard mail delivery. A cancellation within the Free-Look Period is determined if the date stamped on the cancellation request falls within 17 days (37 days in AZ and CO) of the date of your application.

**Patriot Health Florida, Inc. Program Features\* “Trial Period” Refunds: Residents of AR, IL, IN, ND, NY, OH, OK, SC, TN and TX are entitled to a 30-Day Trial Period to review these features. A cancellation received after the 10-Day Free Look Period but within 37-Days of application, allowing 7 days for printing and standard mail delivery, will be considered having been received during the Trial Period and the member may receive a refund of the cost of the Patriot Health Florida, Inc. Program Features\*. Residents of IL, IN, NY, OH, SC, TN and TX who cancel during their Trial Period may receive a refund of twenty dollars (\$20.00). Residents of AR who cancel during their Trial Period may receive a refund of their one-time processing fee plus twenty dollars (\$20.00). Residents of OK and ND who cancel at any time and receive a refund of twenty dollars (\$20.00).**

**Monthly Payments:** As authorized at the time of your application, your Monthly Payments may be paid through an automatic draft of a checking or savings account by an ACH transaction or through an automatic debit transaction to a credit card. By agreeing to make your monthly payment through either ACH transaction or automatic debit transaction to your credit card, you waive the right to any future notice of the

transfer of funds via either an ACH transaction or automatic debit to your credit card. The bank draft or debit shall occur on or about the same date of each month as your Initial Monthly Payment and shall be referred to herein as your monthly due date. As a member, you agree that inquiries or challenges to ACH or Credit Card charges shall be limited to two (2) monthly payments and waive all rights to inquire into or challenge any and all other monthly payments. Your authority shall remain in affect until CHCA receives a signed, written request from you to cancel your membership and Insurance benefits. If any payment is dishonored (with or without cause, intentionally or inadvertently), CHCA assumes no liability whatsoever, even if the result of the dishonored payment is a termination of your CHCA Intelicare Health Membership Program.

**Exception:** If your Initial Monthly Payment occurred on the 29th, 30th, or 31st of a month, your monthly due date shall be the 28th of every month thereafter.

**Cancellations:** All cancellations must be requested in writing and must be delivered via mail (excluding e-mail) to CHCA Intelicare, PO Box 15460, Plantation, FL 33318 or via fax to 954-315-6325. The date of cancellation is determined by either the date stamp of a request received by fax, or the date stamped postmark on requests received through the mail. After the Trial Period, any cancellation request must reach us at least two days prior to your next Monthly payment due date to prevent another automatic draft. When a written cancellation is received after your first effective month of membership, your membership record will be reviewed. If there is a payment posted for a full future month's coverage, the payment and association fee will be fully refunded. **Refunds:** Any refund to which a member may be entitled will be processed within 10 business days from the date the written request for cancellation is received by CHCA.

**Discount Medical Providers:** You may see any participating provider of goods and services in order to access your discount medical features associated with your Membership program. You are responsible for the full payment of services provided by a participating provider and any related expenses. Discount medical features associated your Membership program are not available in all states. Savings may vary. Any provider's participation is subject to change at any time without notice. CHCA does not warranty or guarantee appropriate credentials of participating providers and assumes no liability or obligation for the credentialing of participating providers. CHCA does not guarantee or warrant the quality or accessibility of discounted services delivered to our members by any affiliated network provider. Under this Agreement, CHCA only provides access to participating health care providers who have contracted with the discount medical plan organization as set forth above.

**Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Venue for judicial enforcement or review shall lie in any court of competent jurisdiction in Broward County, Florida. Any dispute arising from or relating to this Agreement, which can not be resolved after the parties use reasonable efforts to reach a mutually agreeable understanding, shall be resolved through binding, non-appealable private arbitration, conducted in accordance with the rules of the American Arbitration Association and subject to the Florida Arbitration Code. Florida Statutes, §95.11 shall apply to any arbitration as the statute of limitations. Exclusive venue for such arbitration shall be in Broward County, Florida, unless otherwise designated by CHCA or its successors. Members may submit all complaints in writing via U.S. Mail to corporate headquarters and may mail complaints to the following address: PO Box 15460, Plantation, FL 33318. These provisions shall survive termination of membership in CHCA and/ or in the Intelicare Health Membership Program. This Agreement constitutes the entire Agreement between Members and CHCA. There are no warranties, express or implied, other than those expressly stated herein. Each Member hereby waives any claim he or she may have against CHCA attributable to ministerial or typographical errors. This Agreement may only be amended in writing and only by CHCA. CHCA may, if deemed necessary, assign its duties and responsibilities hereunder to third parties, and shall be relieved of any further liability hereunder. CHCA shall not share your personally identifiable information with the general public. However, CHCA may send promotional information to its Members about services offered by us, our affiliates and/ or our business partners.

**These Terms & Conditions are subject to change without notice.**

**\*Patriot Health Florida, Inc. Program features are not available in: CA, CT, FL, ID, KS, ME, MT, NH, NV, OK, VT and WA. 24-Hour Nurse and Counseling Hotlines are available to all CHCA Members of Intelicare Programs. Exceptions: 4-Tier Pharmacy feature is available in FL, ID and ME but is not available in CA, CT, KS, MT, NH, NV, TN, VT and WA.**

**Lifestyle features are not available in NC and Emergency Travel Assistance not available in CA, FL and NY.**

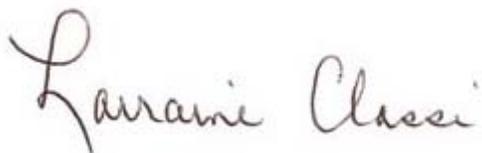
## Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: American Medical and Life Insurance Company

Form  
Number(s):

State Association Filing of Group Accident and Sickness Benefit Forms:	
AMLI GRP LM 2009 CERT FL	Certificate of Coverage
AMLI GRP LM 2009 SCHED FL	Group Limited Benefits Health Insurance Certificate Schedule
AMLI GRP LM 2009 ENRL FL (10/09)	Enrollment Form
GRP LM 2007-AE-AR-(5/09)	Arkansas Amendatory Endorsement

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



\_\_\_\_\_  
Signature of Company Officer

Lorraine Classi

\_\_\_\_\_  
Name

Executive VP

\_\_\_\_\_  
Title

12-2-2009

\_\_\_\_\_  
Date



8 West 38th Street · Suite 1002  
New York, NY 10018

**Lorraine Classi**  
CHIEF COMPLIANCE OFFICER  
646.223.9300 ext. 801  
TOLL FREE 866.691.9353  
FAX 212.354.9089  
lclassi@usamli.com  
www.usamli.com

February 12, 2009

NAIC Company Code: 81418

Re: Policies and Related Forms

To: All Departments of Insurance

American Medical and Life Insurance Company hereby authorized Compliance Research Services, LLC to represent us in the submission of the above-referenced forms and to negotiate with the insurance departments for their approval.

Sincerely,

A handwritten signature in cursive script that reads 'L. Classi'.

Lorraine Classi  
Chief Compliance Office

**Statement of Variables**  
**AMLI GRP LM 2009 POL FL, et al**  
**Group Accident and Sickness Health Insurance**

Coverage levels are chosen by the policyholder. Benefit amounts will change according to the level selected by the policyholder and/or the named insured. All numerical variable range levels will comply with the minimum statutory requirements and are provided herein.

**AMLI GRP LM 2009 CERT FL and AMLI GRP LM 2009 SCHED FL**

1. On the Certificate face page, the Group Insurance Policy Number, the Holder and the Policy Date will be unique to each Policyholder.
2. The Phone number is variable to accommodate any new call center number.
3. The Table of Contents page numbers will vary dependent upon the number of benefits included in policy.
4. The definition of Pre-Existing Condition will either be included or omitted from the certificate at the option of the policyholder. The number of months will range from 0-12.
5. The definition of Resource Based Relative Value System, referred to as RBRVS will be included if the Surgery with Anesthesia Benefit is included by the policyholder.
6. The waiting period may be any of the following: 0, 30, 60, or 90 days.
7. The Accidental Medical Benefit may be included or omitted at the option of the policyholder. The benefit amounts will also be at the option of the policyholder within the following ranges:
  - coinsurance - 100%, 90%, 80%
  - deductible - \$50, \$100, \$250, \$500
  - maximum benefit - \$0-\$10,000
8. The Hospital Confinement Benefit may be included or omitted at the option of the policyholder. The benefit amounts will also be at the option of the policyholder within the following ranges:
  - range for dollar amount per day - \$0 - \$5,000
  - range for days per Policy Year – 0 -100 days
9. The Hospital Intensive Care Unit Confinement Benefit may be included or omitted at the option of the policyholder. The benefit amounts will also be at the option of the policyholder within the following ranges:
  - range for dollar amount per day - \$0 - \$5,000
  - range for days per Policy Year – 0 -15 days
10. The Surgery with Anesthesia Benefit may be included or omitted at the option of the policyholder. The policyholder chooses between the two options. The benefit amounts will also be at the option of the policyholder within the following ranges:
  - Maximum benefit amount per surgery - \$0 - \$5,000
  - Maximum benefit - \$1 - \$15,000
  - Maximum benefit - \$1 - \$15,000
  - anesthesia benefit – 0% - 50%
11. The Skilled Nursing Facility Benefit may be included or omitted at the option of the policyholder. The benefit amounts will also be at the option of the policyholder within following ranges: \$0 - \$2,000 per day of confinement, 0-60 days per Policy Year
12. The Hospital Admission Benefit may be included or omitted at the option of the policyholder. The benefit amounts will also be at the option of the policyholder within the following range: \$250 – \$2,000 per admission in \$1 increments with a maximum benefit of \$2,000 – \$10,000 in \$1,000 increments. Insureds must be admitted within 30 days – 6 months after accident.
13. Doctor's Office Visit Benefits may be included or omitted at the option of the policyholder. The benefit amounts will also be at the option of the policyholder within the following ranges: \$0 - \$200 per visit, 0-15 visits per year

14. Preventive Care Test Benefit may be included or omitted at the option of the policyholder. The benefit amounts will also be at the option of the policyholder within the following range: \$0 - \$1,000 per test, 0-3 tests per year
15. Urgent Care/Emergency Room Visit Benefit be included or omitted at the option of the policyholder. The benefit amounts will also be at the option of the policyholder within the following range: \$0 - \$1,000 per visit, 0-5 visits
16. Diagnostic Tests, X-ray and Laboratory Benefit be included or omitted at the option of the policyholder. The benefit amounts will also be at the option of the policyholder within the following range: \$0 - \$1,000 per day, 0 - 10 per year
17. Prescription Benefit be included or omitted at the option of the policyholder. The benefit amounts will also be at the option of the policyholder within the following range: \$0 - \$1,000 per prescription, 0-25 RX per year
18. Ambulance Benefit be included or omitted at the option of the policyholder. The benefit amounts will also be at the option of the policyholder within the following range: \$0 - \$1,000 per covered sickness/accident, 0 thru unlimited per year
19. Mental Health Benefit be included or omitted at the option of the policyholder. The benefit amounts will also be at the option of the policyholder within the following range:
  - \$0 - \$2,000 per day
  - 0-45 days per Policy Year
  - \$0 - \$1,000 per outpatient treatment
  - \$0-\$45,000 days per Policy Year
20. Chemical Abuse and Dependence Diagnosis and Treatment Benefit. The benefit amounts will also be at the option of the policyholder within following range: \$0 - \$2,000 per day
21. Accidental Death with or without the Dismemberment Benefit be included or omitted at the option of the policyholder. The benefit amounts will also be at the option of the policyholder within the following range: up to \$50,000, in \$1 increments
22. Dental Benefit be included or omitted at the option of the policyholder. The benefit amounts will also be at the option of the policyholder with the amounts shown on the schedule page or future rate filings, upon approval.
23. Term Life Benefit be included or omitted at the option of the policyholder. The benefit amounts will also be at the option of the policyholder within the following range: up to \$25,000, in \$1 increments.
24. The Continuation During Total Disability provision will be included or omitted at the option of the policyholder.
25. The exclusion for Alcoholism or Drug Addiction will either be omitted or included, at the option of the policyholder.
26. The exclusion for Dental Procedures will either be omitted or included, at the option of the policyholder.
27. The exclusion for Manipulations of the Musculoskeletal System will either be omitted or included, at the option of the policyholder.
28. The exclusion for Mental Illness will either be omitted or included, at the option of the policyholder.
29. The Pre-existing Condition Limitation will either be omitted or included, at the option of the policyholder. The number of months will range from 0-12.

**AMLI GRP LM 2009 ENRL FL (10/09) and AMLI GRP LM 2009 APP FL**

Bracketed text contained in enrollment form will reflect language appropriate for the association group. Options indicated on the enrollment form will be determined by the options the group chooses.

All bracketed text will either be omitted or included but will not be changed.

SERFF Tracking Number: CMPL-126410831 State: Arkansas  
 Filing Company: American Medical and Life Insurance Company State Tracking Number: 44269  
 Company Tracking Number: AMLI FL OFF SHELF CHCA 11-09  
 TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity  
 Product Name: AMLI FL OFF SHELF CHCA 11-09  
 Project Name/Number: AMLI FL OFF SHELF CHCA 11-09 /AMLI FL OFF SHELF CHCA 11-09

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
01/05/2010	Form	Group Limited Benefits Health Insurance Certificate Schedule	02/18/2010	AMLI GRP LM 2009 SCHED FL life-.pdf (Superceded)
12/07/2009	Form	roup Limited Benefits Health Insurance Certificate Schedule	01/05/2010	AMLI GRP LM 2009 SCHED FL life-.pdf

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

**GROUP ACCIDENT AND SICKNESS HEALTH INSURANCE CERTIFICATE SCHEDULE**

[Named Insured: [John Employee]]

Certificate Schedule Number: [123]

Group Policy Number: [12345]

Policy Holder: [XYZ Company]

Certificate Effective Date: [January 1, 2006]

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

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

1. Description of Eligible Classes

[[ I. - All employees of [XYZ Company] who are working a minimum of [15 – 20 ] hours per week.]

[Active Employment means the named insured is working at the worksite for earnings that are paid regularly, and he is performing the material and substantial duties of his regular occupation. Normal vacation is considered active employment. The worksite must be:

- . • At the usual place of business;
- . • An alternative worksite; or
- . • A location to which the named insured's job requires him to travel. ]

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

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

2. Eligibility Period: [31 days]

3. Waiting Period [0-90] days

4. Plan Type: [Employer/Association-Paid – Employer/Association Contributions 1 - 100 %] [Voluntary]

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

6. Benefits:

<b>[ Accident Medical Benefit</b>	
Accident Medical Benefit Deductible	[\$[250] per Policy Year per Covered Person
Accident Medical Benefit	[80]%
Accident Medical Maximum Benefit	[\$[500] per Policy Year per Covered Person]
<b>[ Hospital Confinement Benefits</b>	
Hospital Confinement Benefit	[\$[300] per day of confinement
Maximum Benefit	[60] days per Policy Year per Covered Person]
[Hospital Intensive Care Unit Confinement Benefit	[\$[600] per day of confinement

Maximum Benefit Period	Up to [15] days per Policy Year per Covered Person]
<b>[Surgery Benefit</b>	
[Option 1: Maximum Benefit per Surgery Maximum Benefit	The lesser of the charge incurred or; \$[3,500] \$[20,000]] per Policy Year per Covered Person]
[Option 2: Maximum Benefit per Surgery Maximum Benefit	[50% - 100%] [2006] RBRVS \$[3,500]] per Policy Year per Covered Person]
Anesthesia Benefit	[25] % of surgical benefit.]
<b>[ Skilled Nursing Facility Benefit</b>	
Skilled Nursing Facility Benefit Maximum Benefit	[\$200] per day of confinement Up to [60] days per Policy Year per Covered Person]
<b>[ Hospital Admission Benefit</b>	
Hospital Admission Benefit Maximum Benefit	[\$250 - \$2,000] per admission \$[2,000 – 10,000 in \$1,000 increments] per Policy Year per Covered Person]
<b>[ Doctor's Office Visit Benefits</b>	
Doctor's Office Benefit Maximum Benefit	[\$50] per visit [3] visits per Policy Year per Covered Person]
<b>[ Preventive Care Test Benefit</b>	
Preventive Care Test Benefit Maximum Benefit	[\$50] per Test [1] Tests per Policy Year per Covered Person]
<b>[ Urgent Care/Emergency Room Benefit</b>	
Urgent Care/Emergency Room Benefit Maximum Benefit	[\$50] per Visit [3] Visits per Policy Year per Covered Person]
<b>[ Diagnostic Tests, X-ray and Laboratory Benefit</b>	
Diagnostic Test Benefit Maximum Benefit	[\$100] per day [3] Tests per Policy Year per Covered Person]
<b>[ Prescription Benefit</b>	
Prescription Benefit Maximum Benefit	[\$20] per prescription [2] prescriptions per month per Covered Person]
<b>[ Ambulance Benefit</b>	
Ambulance Benefit Maximum Number of Benefits	[\$100] per covered sickness/accident per Covered Person [3] per Policy Year per Covered Person.]
<b>[ Mental Health Benefit</b>	
Mental Health Inpatient Benefit Mental Health Inpatient Maximum Benefit Mental Health Outpatient Benefit Mental Health Outpatient Maximum Benefit	[\$50] per day [30] days per Policy Year per Covered Person \$[50] per treatment \$[700] per Policy Year per Covered Person]
<b>[ Chemical Abuse and Dependence Diagnosis and Treatment Benefit</b>	

Chemical Abuse and Dependence Diagnosis and Treatment Benefit	[\$100] per day	
Detoxification Maximum Benefit	7 Days of Active Treatment per Policy Year per Covered Person	
Inpatient Rehabilitation Maximum Benefit	30 Days per Policy Year per Covered Person]	
<b>[ Accidental Death [and Dismemberment Benefit]</b>		
Accidental Death Benefit	[\$5,000] Primary Insured; 50% Spouse; 25% Dependent	
[Dismemberment Benefit	[\$5,000 Primary Insured; 50% Spouse; 25% Dependent Loss of both hands or both feet - 100% Loss of sight of both eyes - 100% Loss of one hand and one foot - 75% Loss of one hand and sight of one eye - 50% Loss of one foot and sight of one eye - 50% Loss of one hand - 25% Loss of sight of one eye - 25%]]]	
<b>[ Dental Benefit</b>		
Dental Benefit Deductible	[\$50.00] per Policy Year per Covered Person	
<b>Procedure Number</b>	<b>Description of Services</b> <b>Maximum Covered Charge</b>	
<b>PREVENTIVE PROCEDURES</b>		
<b>ORAL EXAMINATIONS</b>		
D0120	Periodic oral examination (limited to one examination every 6 months) provided no other procedure is performed during the same visit	[\$17.00]
D0140	Limited oral evaluation/problem focused	[\$27.00]
D0150	Comprehensive oral evaluation (limited to one examination per coverage year)	[\$27.00]
D9110	Palliative (Emergency) treatment, per visit	[\$38.00]
<b>X-RAY AND PATHOLOGY</b>		
(Except for injuries, covered charge includes examination and diagnosis.)		
D0210	Intraoral (including bitewings) (limited to once every 3 years)	[\$40.00]
D0220	Intraoral - Single film/initial	[\$7.00]
D0230	Intraoral - Each additional	[\$7.00]
D0240	Intraoral occlusal view, maxillary or mandibular, each (limited to once every 36 consecutive months)	[\$10.00]
D0250	Extraoral – Single film/initial	[\$11.00]
D0260	Extraoral - Each additional	[\$9.00]
D0270	Bitewing – Single film (limited to once every 6 months)	[\$8.00]
D0272	Bitewing films, 2 films (limited to once every 6 months)	[\$12.00]
D0274	Bitewing films, 4 (limited to once every 6 months)	[\$17.00]
<b>PROPHYLAXIS AND FLUORIDE APPLICATIONS</b>		
D1110	Prophylaxis for individuals age 14 or over, treatments to include scaling and polishing (limited to one treatment every 6 months)	[\$30.00]
D1120	Prophylaxis for children under age 14 (limited to one treatment every 6 months)	[\$20.00]
D1203	Topical application of fluoride/child (limited to one treatment per 6 consecutive months)	[\$12.00]
D1204	Topical application of fluoride/adult (limited to one treatment per 6 consecutive months)	[\$12.00]
D1351	Sealant, per tooth	[\$16.00]
<b>BASIC PROCEDURES</b>		
<b>AMALGAM RESTORATIONS — PRIMARY/PERMANENT TEETH</b>		
D2140	Amalgam - 1 surface	[\$35.00]
D2150	Amalgam - 2 surfaces	[\$45.00]
D2160	Amalgam - 3 surfaces	[\$56.00]
D2161	Amalgam - 4 or more surfaces	[\$64.00]
<b>SYNTHETIC RESTORATIONS</b>		
D2330	Resin-based composite - 1 surface, anterior	[\$42.00]
D2331	Resin-based composite - 2 surfaces, anterior	[\$55.00]

D2332	Resin-based composite - 3 surfaces, anterior	[\$67.00]
D2335	Resin-based composite - 4 or more surfaces, or involving incisal angle, anterior	[\$71.00]
D2390	Resin-based composite crown - anterior primary	[\$77.00]
D2391	Resin-based composite - 1 surface, posterior	[\$50.00]
D2392	Resin-based composite - 2 surfaces, posterior	[\$68.00]
D2393	Resin-based composite - 3 or more surfaces, posterior	[\$85.00]

**ORAL SURGERY**

(Includes local anesthesia and routine post-operative care).

**EXTRACTIONS**

D7140	Extraction - Erupted tooth of exposed root	[\$39.00]
D7220	Removal of impacted tooth – Soft tissue	[\$45.00]
D7230	Removal of impacted tooth – Partially bony	[\$70.00]
D7240	Removal of impacted tooth – Completely bony	[\$85.00]
D7241	Removal of impacted tooth – Completely bony with unusual surgical complications	[\$85.00]
D7250	Surgical removal of residual tooth roots	[\$30.00]
D7510	Incision and drainage of abscess	[\$45.00]
D9220	General anesthesia	[\$52.00]

**PERIODONTICS**

D4341	Periodontal scaling and root planing, per quadrant	[\$72.00]
D4355	Full mouth debridement to enable comprehensive periodontal evaluation and diagnosis	[\$50.00]
D4910	Periodontal maintenance procedures following active therapy, periodontal prophylactic	[\$3.00]

**ENDODONTICS (excluding final restoration)**

D3220	Therapeutic pulpotomy	[\$125.00]
D3310	Complete root canal therapy - Anterior	[\$125.00]
D3320	Complete root canal therapy – Bicuspid	[\$135.00]
D3330	Complete root canal therapy - Molar	[\$140.00]

[ <b>Term Life Benefit</b>	[\$5,000 ]
[ <b>Riders</b> ]	
<b>Ambulatory Care Rider</b>	
Ambulatory Care Benefit	[\$250]
Maximum Benefit	
Rider Effective Date	
<b>Hospice Treatment Rider</b>	
Hospice Treatment Benefit	
Maximum Benefit	
<b>Nursing Home Care Rider</b>	
Nursing Home Benefit	
Maximum Benefit	

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