

SERFF Tracking Number: ICCI-126911879 State: Arkansas  
Filing Company: American Medical and Life Insurance Company State Tracking Number: 47699  
Company Tracking Number: AMLI GRP LM 2010 POL GA  
TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity  
Product Name: AMLI GRP LM 2010 POL GA  
Project Name/Number: AMLI GRP LM 2010 POL GA /AMLI GRP LM 2010 POL GA

## Filing at a Glance

Company: American Medical and Life Insurance Company

Product Name: AMLI GRP LM 2010 POL GA SERFF Tr Num: ICCI-126911879 State: Arkansas  
TOI: H14G Group Health - Hospital Indemnity SERFF Status: Closed-Approved-  
Closed State Tr Num: 47699

Sub-TOI: H14G.000 Health - Hospital Indemnity Co Tr Num: AMLI GRP LM 2010 State Status: Approved-Closed  
POL GA

Filing Type: Form

Reviewer(s): Rosalind Minor  
Author: Brenda Dawson Disposition Date: 01/14/2011  
Date Submitted: 01/13/2011 Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval  
State Filing Description:

Implementation Date:

## General Information

Project Name: AMLI GRP LM 2010 POL GA  
Project Number: AMLI GRP LM 2010 POL GA  
Requested Filing Mode: Review & Approval  
Explanation for Combination/Other:  
Submission Type: New Submission  
Group Market Type: Association  
Filing Status Changed: 01/14/2011  
State Status Changed: 01/14/2011  
Created By: Brenda Dawson  
Corresponding Filing Tracking Number:  
Filing Description:

Status of Filing in Domicile:  
Date Approved in Domicile:  
Domicile Status Comments:  
Market Type: Group  
Group Market Size: Large  
Overall Rate Impact:

Deemer Date:  
Submitted By: Brenda Dawson

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

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

Master Group Policy form AMLI GRP LM 2007 POL GA will be issued to an Association group located outside of your

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state. The National Better Living Association is domiciled in Georgia and this Association has previously been approved in Arkansas on January 11, 2010.

Application AMLI GRP LM 2007 GA AR is the group application.

Form AMLI GRP LM 2007 CERT GA is the Group Accident and Sickness Fixed Indemnity Certificate of Insurance evidencing coverage under the Master Group Policy. This is a fixed indemnity plan. Amendatory Endorsement GRP LM 2007 AE AR will be attached to all Certificates issued in Arkansas.

The Schedule of Benefits, AMLI GRP LM 2007 SCHED GA, is attached to the Certificate.

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

## Company and Contact

### Filing Contact Information

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

### Filing Company Information

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

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

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## Filing Fees

Fee Required?              Yes  
Fee Amount:                \$250.00  
Retaliatory?                No  
Fee Explanation:            \$50 per form x 5 forms

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Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Medical and Life Insurance Company	\$250.00	01/13/2011	43750680

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	01/14/2011	01/14/2011

### 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	01/14/2011	01/14/2011	Brenda Dawson	01/14/2011	01/14/2011

### Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Schedule of Benefits	Brenda Dawson	01/14/2011	01/14/2011



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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	Authorization Letter	Approved-Closed	Yes
Supporting Document	The National Better Living Association	Approved-Closed	Yes
Supporting Document	Prior approval of the NBLA on 1/7/2010	Approved-Closed	Yes
Form	Group Hospital Indemnity Policy	Approved-Closed	Yes
Form	Certificate of Insurance	Approved-Closed	Yes
Form (revised)	Schedule of Benefits	Approved-Closed	Yes
Form	Schedule of Benefits	Replaced	Yes
Form	Group Application	Approved-Closed	Yes
Form (revised)	Amendatory Endorsement	Approved-Closed	Yes
Form	Amendatory Endorsement	Replaced	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 01/14/2011

Submitted Date 01/14/2011

Respond By Date

Dear Brenda Dawson,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certificate of Insurance, AMLI GRP LM 2007 CERT GA (Form)

Comment:

Your Extension of Benefits provision is not in compliance with ACA 23-86-116.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

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## Response Letter

Response Letter Status Submitted to State  
 Response Letter Date 01/14/2011  
 Submitted Date 01/14/2011

Dear Rosalind Minor,

### Comments:

Hi Rosalind and thank you for your letter.

### Response 1

Comments: Please find attached Amendatory Endorsement form GRP LM 2011 AE AR. On page 2 we added the revised Extension of Benefit provision.

### Related Objection 1

Applies To:

- Certificate of Insurance, AMLI GRP LM 2007 CERT GA (Form)

Comment:

Your Extension of Benefits provision is not in compliance with ACA 23-86-116.

### 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
Amendatory Endorsement	GRP LM 2011 AE AR		Certificate Amendment, Insert Page, Endorsement or Rider	Initial			AR GRP LM 2011 AE AR - mandates 1-14-11.pdf



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**Amendment Letter**

Submitted Date: 01/14/2011

**Comments:**

Please find attached a revised schedule page. The Schedule of Benefits was revised to change references in the Schedule from "family" to "Covered Person", and to show a percentage amount in the Surgery With Anesthesia Benefit. Thank you.

**Changed Items:**

**Form Schedule Item Changes:**

**Form Schedule Item Changes:**

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
AMLI GRP LM 2007 SCHED GA	Schedule Pages	Schedule of Benefits	Initial				0.000	GA AMLI GRP LM 2007 SCHED 1-11-11 clean copy.pdf

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## Form Schedule

### Lead Form Number: AMLI GRP LM 2010 POL GA

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 01/14/2011	AMLI GRP LM 2007 POL GA	Policy/Cont ract/Fraternal Certificate	Group Hospital Indemnity Policy	Initial		0.000	GA AMLI GRP LM 2007 POL102908 clean copy.pdf
Approved-Closed 01/14/2011	AMLI GRP LM 2007 CERT GA	Certificate	Certificate of Insurance	Initial		0.000	GA AMLI GRP LM 2007 CERT v3.pdf
Approved-Closed 01/14/2011	AMLI GRP LM 2007 SCHED GA	Schedule Pages	Schedule of Benefits	Initial		0.000	GA AMLI GRP LM 2007 SCHED 1-11-11 clean copy.pdf
Approved-Closed 01/14/2011	AMLI GRP LM 2007 APP GA AR	Application/Group Enrollment Form	Application	Initial		0.000	AMLI GRP LM 2007 APP GA AR 1-13-11.pdf
Approved-Closed 01/14/2011	GRP LM 2011 AE AR	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Amendatory Endorsement	Initial			AR GRP LM 2011 AE AR - mandates 1-14-11.pdf

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

**GROUP ACCIDENT AND SICKNESS FIXED INDEMNITY HEALTH INSURANCE**

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

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

**MASTER POLICY**

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

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

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

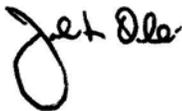
This Policy is issued in consideration of statements made in the application and the payment of premiums by the Holder. A copy of the signed application will be attached and made a part of this Policy.

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

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

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

For American Medical and Life Insurance Company:



Chairman, President and CEO



Executive Vice President & Chief Compliance Officer

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

**This is Not Medicare Supplement Coverage**

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## **INCORPORATION PROVISION**

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

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

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

## **Certificate**

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

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

## **ELIGIBILITY AND EFFECTIVE DATE**

### **Policy Effective Date**

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

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

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

## **TERMINATION OF INSURANCE**

### **Termination of This Contract**

This Policy can be cancelled:

- by You; or
- by Us.

If the premium is not paid when it is due or during the grace period, this Policy will terminate at midnight on the last day for which premium was paid. You must pay all premium due for the full period each Certificate is in force. We will send a notice of termination to each Named Insured within 14 days of the expiration of the grace period if the premium is not paid by the end of the grace period. You must notify each Named Insured within 14 days of the expiration of the grace period if the coverage is canceled or not renewed due to Your intentional nonpayment of the premium.

If We cancel this Policy for reasons other than Your failure to remit premium, a written notice will be delivered to You at least 60 days prior to the cancellation date.

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

## **PREMIUMS**

### **When and Where to Pay Premiums**

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

The premium due dates are based on:

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

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

### **Grace Period (If Premiums Are Not Paid When Due)**

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

### **Our Right to Change Premiums**

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

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

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

## **GENERAL PROVISIONS**

### **Coverage Provided by This Policy**

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

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

**Entire Contract: Changes**

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

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

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

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

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

**Furnishing Certificates**

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

**Benefit Amounts**

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

**State Laws**

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

**Information to Be Furnished By You**

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

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

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

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

In the absence of fraud or intentional misrepresentation of material fact, all statements made in any application are considered representations and not warranties. No representation of the policyholder in applying for insurance under this Policy will make it void unless the representation is contained in the application, a copy of which has been furnished to the policyholder.

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

**GROUP ACCIDENT AND SICKNESS FIXED INDEMNITY HEALTH INSURANCE**

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

**CERTIFICATE OF COVERAGE**

Issued under the terms of

**Group Insurance Policy Number: [12345]**

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

**Policy Date: [January 1, 2006]**

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

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

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

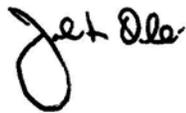
The Policy and this Certificate may be changed in whole or in part or cancelled as stated in the Policy. Such action may be taken without the consent of or notice to any Covered Person. Only an authorized officer at Our home office can approve a change. The approval must be in writing and endorsed on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

The male pronoun includes the female whenever used.

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

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

For American Medical and Life Insurance Company:



Chairman, President and CEO



Executive Vice President & Chief Compliance Officer

**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 2007-SCHED Certificate Schedule

## **GENERAL DEFINITIONS**

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

### **Accident**

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

### **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 rehabilitative 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. ]

## **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.

## **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.

### **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; or
- the date the individual first becomes a member of an eligible class.

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

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

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

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

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

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

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

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

*Dependent children* means:

- any unmarried natural children, step-children, legally adopted children or children placed into Your custody for adoption who is under the age of 19 years of age; and
- any unmarried children who are 19 years of age to age 26 years of age if the child:
  - a. has been enrolled for five calendar months or more as a full-time student at a postsecondary institution of higher learning in each calendar

year since reaching age 19, or, if not so enrolled, would have been eligible to be so enrolled and was prevented from being so enrolled due to illness or injury; and

b. is chiefly dependent upon you for support and maintenance.

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

Coverage on a Dependent child will continue for a covered student who takes a leave of absence from school due to illness for a period of 12 months from the last day of attendance in school. However, coverage will not continue beyond the age at which coverage would otherwise terminate. In order to qualify for this continuation, the medical necessity of a leave of absence from school must be certified to by the student's attending Physician. Written documentation of the illness must be submitted to Us.

Coverage for the Named Insured's newborn children:

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

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

### **Coverage for the Named Insured's adopted child(ren):**

We will cover the Named Insured's adopted child(ren) from the moment of birth if You take physical custody of the infant upon the infant's release from the hospital and file a petition pursuant to Section 115-c of the Domestic Relations Law within thirty days of birth provided that no notice of revocation to the adoption has been filed pursuant to Section 115-b of the Domestic Relations Law and consent to the adoption has not been revoked. However, coverage of the initial hospital stay shall not be required where a natural parent has insurance coverage available for the infant's care.

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 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 child unless the placement is disrupted prior to the final adoption; and

- 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 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 Fixed Indemnity 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, unless the surgery is for maternity care. ]

**[SKILLED NURSING FACILITY BENEFIT**

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

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

We will not pay this benefit for:

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

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

**[HOSPITAL ADMISSION BENEFIT**

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

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

We will not pay this benefit for:

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

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

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

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

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

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

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

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

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

### **[PREVENTIVE CARE TEST BENEFIT**

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

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

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

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

- Serum Protein Electrophoresis (blood test for myeloma)
- Stress test on a bicycle or treadmill
- Thermography

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

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

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

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

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

Services must be rendered by a Physician including.

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

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

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

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

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

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

The Diagnostic Test must be performed:

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

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

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

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

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

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

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

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

#### **[PRESCRIPTION BENEFIT**

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

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

This benefit will be paid for any prescribed drug or device approved by the United States Food and Drug Administration for use as a contraceptive provided on an outpatient basis.

We will not deny or limit coverage for prescription inhalants required to enable Covered Persons to breathe when suffering from asthma or other life-threatening bronchial ailments based upon any restriction on the number of days before an inhaler refill may be obtained if, contrary to such restrictions, such inhalants have been ordered or prescribed by the treating Physician.

We will deny coverage for a drug on the basis that the drug is prescribed for a use that is different from the use for which that drug has been approved for marketing by the federal Food and Drug Administration, provided that all of the following conditions have been met and subject Our restrictions:

- (1) The drug has been approved by the federal Food and Drug Administration;
- (2) The drug is prescribed by a contracting licensed health care professional:

- for the treatment of a life-threatening disease or condition;
  - for the treatment of a chronic and seriously debilitating disease or condition, the drug is medically necessary to treat that disease or condition, and the drug is on the insurer's formulary or preferred drug list, if any; or
  - to treat a disease or condition in a child where the drug has been approved by the federal Food and Drug Administration for similar conditions or diseases in adults and the drug is medically necessary to treat that disease or condition; and
- (3) The drug has been recognized for treatment of that disease or condition or pediatric application by one of the following:
- The American Medical Association Drug Evaluations;
  - The American Hospital Formulary Service Drug Information; or
  - The United States Pharmacopoeia Dispensing Information, Volume 1, "Drug Information for the Health Care Professional"; or
  - Two articles from major peer reviewed medical journals that present data supporting the proposed off-label use or uses as generally safe and effective unless there is clear and convincing contradictory evidence presented in a major peer reviewed medical journal.

As used in this provision:

- (1) "Chronic and seriously debilitating" means diseases or conditions that cause significant long-term morbidity and that require ongoing treatment to maintain remission or prevent deterioration.
- (2) "Life-threatening" means:
  - Diseases or conditions where the likelihood of death is high unless the course of the disease is interrupted;
  - Diseases or conditions with potentially fatal outcomes, where the end point of clinical intervention is survival; or
  - The natural process of aging shall not be construed as a disease or condition for the purposes of this definition or this Code section.

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 Certificate 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. Where the Named Insured and the Named Insured’s beneficiary have died and there is not sufficient evidence that they have died otherwise than simultaneously, the Accidental Death Benefit will be distributed as if the Named Insured had survived the beneficiary. Payment made will fully discharge Us from all claims under the Policy unless, before payment is made, We have received at Our home office written notice by or on behalf of some other person that the person claims to be entitled to the payment or some interest in the Policy.

## **Beneficiary**

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

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

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

## **Change of Beneficiary**

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

## **[DENTAL BENEFIT**

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

## **[TERM LIFE BENEFIT**

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

## **MANDATED BENEFITS**

Mandated benefits that specify a specific dollar benefit and/or deductible and coinsurance are applicable, regardless of amounts indicated on the Schedule.

## **CHLAMYDIA SCREENING TESTS**

We will pay for one annual chlamydia screening test for those female Covered Persons who are not more than 29 years old.

Benefits shall be subject to all limitations or any other provisions of the Policy.

## **BONE DENSITY TESTS**

We will pay for scientifically proven bone mass measurement (bone density testing) for the prevention, diagnosis, and treatment of osteoporosis for qualified individuals.

Benefits shall be subject to all limitations or any other provisions of the Policy.

For the purposes of this provision:

- (1) "Bone mass measurement" means a radiologic or radioisotopic procedure or other technologies approved by the United States Food and Drug Administration and performed on an individual for the purpose of identifying bone mass or detecting bone loss.
- (2) "Qualified individual" means an:
  - Estrogen-deficient woman or individual at clinical risk of osteoporosis as determined directly or indirectly by a physician and who is considering treatment;
  - Individual with osteoporotic vertebral abnormalities;
  - Individual receiving long-term glucocorticoid (steroid) therapy;
  - Individual with primary hyperparathyroidism; or
  - Individual being monitored directly or indirectly by a physician to assess the response to or efficacy of approved osteoporosis drug therapies.

## **COVERAGE FOR DENTAL SERVICES**

We will pay for general anesthesia, and associated hospital or ambulatory surgical facility charges in conjunction with dental care provided to a Covered Person who is

- (1) seven years of age or younger or is developmentally disabled;
- (2) an individual for which a successful result cannot be expected from dental care provided under local anesthesia because of a neurological or other medically compromising condition of the insured; or
- (3) an individual who has sustained extensive facial or dental trauma, unless otherwise covered by workers' compensation insurance.

Benefits shall be subject to all limitations or any other provisions of the Policy.

## **COVERAGE FOR SURVEILLANCE TESTS FOR OVARIAN CANCER**

We will pay for surveillance tests for women age 35 and over at risk for ovarian cancer.

Benefits shall be subject to all limitations or any other provisions of the Policy.

For the purposes of this provision:

- (1) "At risk for ovarian cancer" means having a family history:
  - with one or more first or second-degree relatives with ovarian cancer;
  - of clusters of women relatives with breast cancer;
  - of nonpolyposis colorectal cancer; or
  - testing positive for BRCA1 or BRCA2 mutations.
- (2) "Surveillance tests" means annual screening using:
  - CA-125 serum tumor marker testing;
  - transvaginal ultrasound; and
  - pelvic examination.

## **COVERAGE FOR COLORECTAL CANCER SCREENING**

We will pay for colorectal cancer screening, examinations, and laboratory tests in accordance with the most recently published guidelines and recommendations established by the American Cancer Society, in consultation with the American College of Gastroenterology and the American College of Radiology, for the ages, family histories, and frequencies referenced in such guidelines and recommendations and deemed appropriate by the Physician after conferring with the patient.

Benefits shall be subject to all limitations or any other provisions of the Policy.

## **COVERAGE FOR DIABETES OUTPATIENT MANAGEMENT TRAINING AND EQUIPMENT**

We will pay for Medically Necessary equipment, supplies, pharmacologic agents, and outpatient self-management training and education, including medical nutrition therapy, for Covered Persons with insulin-dependent diabetes, insulin-using diabetes, gestational diabetes, and noninsulin-using diabetes who adhere to the prognosis and treatment regimen prescribed by a Physician.

Diabetes outpatient self-management training and education will be provided by a certified, registered, or licensed health care professional with expertise in diabetes.

Benefits shall be subject to all limitations or any other provisions of the Policy.

## **COVERAGE FOR AUTISM**

We will pay benefits for Autism to the same extent that benefits are provided for any other diagnosed neurological disorder.

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"Autism" means a developmental neurological disorder, usually appearing in the first three years of life, which affects normal brain functions and is manifested by compulsive, ritualistic behavior and severely impaired social interaction and communication skills.

Benefits shall be subject to all limitations or any other provisions of the Policy.

## **COVERAGE FOR MASTECTOMY OR LYMPH NODE DISSECTION**

If surgical benefits are provided, We will pay for coverage in a Hospital for inpatient care following a mastectomy or lymph node dissection until the completion of the appropriate period of stay for such inpatient care as determined by the attending Physician in consultation with the patient. Coverage will be provided also for such number of follow-up visits as determined to be appropriate by the attending Physician after consultation with the patient. Such follow-up visits shall be conducted by a Physician, a physician's assistant, or a registered professional nurse with experience and training in postsurgical care. In consultation with the patient, such attending Physician, physician's assistant, or registered professional nurse will determine whether any follow-up visit or visits will be conducted at home or at the office.

Benefits shall be subject to all limitations or any other provisions of the Policy.

## **COVERAGE FOR POST DELIVERY STAY AND FOLLOW UP VISITS**

We will pay for for a minimum of 48 hours of inpatient care following a normal vaginal delivery and a minimum of 96 hours of inpatient care following a cesarean section for a mother and her newly born child in a licensed health care facility.

Any decision to shorten the length of stay will be made by the attending Physician, the obstetrician, pediatrician, or certified nurse midwife after conferring with the mother.

If a mother and newborn are discharged prior to the postpartum inpatient length of stay, coverage will be provided for up to two follow-up visits, provided that the first such visit shall occur within 48 hours of discharge. Such visits shall be conducted by a Physician, a physician's assistant, or a registered professional nurse with experience and training in maternal and child health nursing. After conferring with the mother, the health care provider will determine whether the initial visit will be conducted at home or at the office. Thereafter, he or she will confer with the mother and determine whether a second visit is appropriate and where it shall be conducted. Services provided will include, but not be limited to, physical assessment of the newborn, parent education, assistance and training in breast or bottle feeding, assessment of the home support system, and

the performance of any medically necessary and appropriate clinical tests. Such services will be consistent with protocols and guidelines developed by national pediatric, obstetric, and nursing professional organizations for these services.

Benefits shall be subject to all limitations or any other provisions of the Policy.

#### **COVERAGE FOR TEMPOROMANDIBULAR JOINT DYSFUNCTION AND FUNCTIONAL DEFORMITIES OF THE MAXILLA AND MANDIBLE**

We will pay for Medically Necessary surgical or nonsurgical treatment for the correction of temporomandibular joint dysfunction by Physicians or dentists professionally qualified by training and experience and for the correction of functional deformities of the maxilla and mandible. We will not pay for cosmetic or elective orthodontic or periodontic care or general dental care.

Coverage for the nonsurgical treatment of temporomandibular joint dysfunction is limited to:

- (1) history and examination;
- (2) radiographs which must be diagnostic for temporomandibular joint dysfunction;
- (3) splint therapy with necessary adjustments, provided that removable appliances designed for orthodontic purposes would not be reimbursable; and
- (4) diagnostic or therapeutic masticatory muscle and temporomandibular joint injections.

For the purposes of this provision:

- (1) "Functional deformity" means a deformity of the bone or joint structure of the maxilla or mandible such that the normal character and essential function of such bone structure is impeded.
- (2) "Temporomandibular joint" means the connection of the mandible and the temporal bone through the articular disc surrounded by the joint capsule and associated ligaments and tendons.
- (3) "Temporomandibular joint dysfunction" means congenital or developed anomalies of the temporomandibular joint.

Benefits shall be subject to all limitations or any other provisions of the Policy.

#### **COVERAGE FOR MAMMOGRAPHY**

We will pay benefits for mammograms made with the following frequency:

- (1) Once as a base-line mammogram for any female who is at least 35 but less than 40 years of age;
- (2) Once every two years for any female who is at least 40 but less than 50 years of age;
- (3) Once every year for any female who is at least 50 years of age; and
- (4) When ordered by a Physician for a female at risk.

For the purposes of this provision:

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- (1) "Female at risk" means a woman:
  - Who has a personal history of breast cancer;
  - Who has a personal history of biopsy proven benign breast disease;
  - Whose grandmother, mother, sister, or daughter has had breast cancer; or
  - Who has not given birth prior to age 30.
- (2) "Mammogram" means any low-dose radiologic screening procedure for the early detection of breast cancer provided to a woman and which utilizes equipment approved by the Department of Human Resources dedicated specifically for mammography and includes a Physician's interpretation of the results of the procedure or interpretation by a radiologist experienced in mammograms in accordance with guidelines established by the American College of Radiology. Reimbursement for a mammogram will be made only if the facility in which the mammogram was performed meets accreditation standards established by the American College of Radiology or equivalent standards established by this state.

Benefits shall be subject to all limitations or any other provisions of the Policy.

#### **COVERAGE FOR PAP SMEARS**

We will pay benefits for pap smear examinations when performed upon the order of a Physician. Such examination may be made once a year or more often if ordered by a Physician. The examination must be made in accordance with standards established by the American College of Pathologists.

Benefits shall be subject to all limitations or any other provisions of the Policy.

#### **COVERAGE FOR PROSTATE SPECIFIC ANTIGEN TESTS**

We will pay benefits for annual prostate specific antigen tests for the covered males who are 45 years of age or older or for covered males who are 40 years of age or older, if ordered by a Physician.

Benefits shall be subject to all limitations or any other provisions of the Policy.

## **COVERAGE FOR CHILD WELLNESS SERVICES**

We will pay benefits for child wellness services for a Covered Person from birth to age 5. Services will be consistent with the prevailing Recommendations for Preventive Pediatric Health Care. The following services are included in basic coverage for child wellness services:

- (1) Medical history;
- (2) Measurement of height, weight and head circumference;
- (3) Testing of blood pressure;
- (4) Sensory screening including vision and hearing;
- (5) Hereditary and metabolic screening in accordance with state law;
- (6) Developmental/behavioral assessment;
- (7) Immunizations consistent with prevailing American Academy of Pediatric Committee statements;
- (8) Tuberculin test;
- (9) Hematocrit or hemoglobin;
- (10) Urinalysis; and
- (11) Anticipatory guidance.

Benefits shall be subject to all limitations or any other provisions of the Policy.

## **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. This does not apply if the Covered Person is eligible for or receiving medical assistance; 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 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 31 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 31-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 was

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

## **TERMINATION OF INSURANCE**

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

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

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

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

### **Extension of Benefits**

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

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

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

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

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

- if the Policy terminates;

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

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

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

Coverage will end on each Dependent child when they no longer qualify 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 and continues to be both incapable of self-sustaining employment by reason of mental retardation or physical disability as determined by the Department of Human Resources and chiefly dependent upon the Named Insured for support and maintenance. Proof of incapacity and dependency must be furnished to the Us by the Named Insured within 31 days of the child's attainment of the limiting age and subsequently as We may require but not more frequently than annually after the two-year period following the child's attainment of the limiting age.

## **GENERAL PROVISIONS**

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

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

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

### **State Laws**

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

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

### **How To File A Claim**

#### **Notice of Claim**

Written notice of claim must be given to Us within 20 days after the occurrence or commencement of a covered loss begins or as soon thereafter as is reasonably possible. The notice should include the Named Insured's name and Certificate Schedule Number as shown in the Certificate Schedule. The Named Insured should send the notice to Us at Our home office.

#### **Claim Forms**

When We receive the notice describing the loss, We will send the Named Insured claim forms. If the forms are not furnished within 10 working days after the giving of the notice, the Named Insured can send us written proof describing the occurrence, the character, and the extent of the loss. You must send such proof within the time limit stated in the Proof of Loss provision.

#### **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 it was not reasonably possible to give proof within such time. Proof must be 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**

Any benefits for loss of life 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.

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

All other benefits will be paid to the Named Insured. Subject to any written direction of the Named Insured in the application or otherwise,, 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 after We receive written proof of loss.

Within 15 working days of receipt of such proof of loss, we will mail the Named Insured or any other person claiming payments the benefits due or a letter or notice which states the reasons we may have for failing to pay the claim either in whole or in part. This notice will include a written itemization of any documents or other information needed to process the claim or any portions of that claim that are not being paid.

If only part of the claim is denied, we will pay the portion not denied.

When all of the listed documents or other information needed to process the claim has been received by us, we will then have 15 working days within which to process and either mail payment for the claim or a letter or notice denying it, in whole or in part, giving you or any other person claiming payments our reasons for such denial. If a claim is not denied for valid and proper reasons by the end of this 15-day period, we will pay you or any other person claiming payments interest on the benefits due at the rate of 18% per annum on the amount not paid on time.

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

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

#### **Physical Examinations**

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

#### **Legal Action**

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

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

**GROUP ACCIDENT AND SICKNESS FIXED INDEMNITY 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. Plan Type: [Employer/Association-Paid – Employer/Association Contributions 1 - 100 %] [Voluntary]

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

5. Benefits:

<b>[ Accident Medical Benefit</b>	
Accident Medical Benefit Deductible	[\$250] per Policy Year per Covered Person
Accident Medical Benefit	100%
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]

[Surgery with Anesthesia Benefit	
Maximum Benefit per Surgery	[100%] of Surgical Fee Schedule See Surgical Fee Schedule
Maximum Benefit	[\$3,500] per Policy Year per Covered Person]
Anesthesia Benefit	[25] % of surgical benefit.]
<b>[ Skilled Nursing Facility Benefit</b>	
Skilled Nursing Facility Benefit	[\$200] per day of confinement
Maximum Benefit	Up to [60] days per Policy Year per Covered Person]
<b>[ Hospital Admission Benefit</b>	
Hospital Admission Benefit	[\$250 - \$2,000] per admission
Maximum Benefit	[\$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	[\$50] per visit
Maximum Benefit	[3] visits per Policy Year per Covered Person]
<b>[ Preventive Care Test Benefit</b>	
Preventive Care Test Benefit	[\$50] per Test
Maximum Benefit	[1] Tests per Policy Year per Covered Person]
<b>[ Urgent Care/Emergency Room Benefit</b>	
Urgent Care/Emergency Room Benefit	[\$50] per Visit
Maximum Benefit	[3] Visits per Policy Year per Covered Person]
<b>[ Diagnostic Tests, X-ray and Laboratory Benefit</b>	
Diagnostic Test Benefit	[\$100] per day
Maximum Benefit	[3] Tests per Policy Year per Covered Person]
<b>[ Prescription Benefit</b>	
Prescription Benefit	[\$20] per prescription
Maximum Benefit	[2] prescriptions per month per Covered Person]
<b>[ Ambulance Benefit</b>	
Ambulance Benefit	[\$100] per covered sickness/accident per Covered Person
Maximum Number of Benefits	[3] per Policy Year per Covered Person.]
<b>[ Mental Health Benefit</b>	
Mental Health Inpatient Benefit	[\$50] per day
Mental Health Inpatient Maximum Benefit	[30] days per Covered Person per Policy Year
Mental Health Outpatient Benefit	[\$50] per treatment
Mental Health Outpatient Maximum Benefit	[15] days per Covered Person per Policy Year ]
<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]	
[Dismemberment Benefit	\$[5,000 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]



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

**POLICYHOLDER APPLICATION  
FOR GROUP ACCIDENT AND SICKNESS FIXED INDEMNITY HEALTH INSURANCE**

1. Name of Employer/Association \_\_\_\_\_ Group #: \_\_\_\_\_

2. Address (Street) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

3. Phone Number: \_\_\_\_\_ 4. Plan Administrator: \_\_\_\_\_

5. Nature of Business/Association: \_\_\_\_\_ 6. Effective Date of Coverage: \_\_\_\_\_

7. Initial Enrollment: Start Date \_\_\_\_\_ Stop Date: \_\_\_\_\_

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

Start Date \_\_\_\_\_ Stop Date: \_\_\_\_\_

9. Eligibility Period: \_\_\_\_\_

10. Eligible Class

[Employer Group

All active employees working a minimum of \_\_\_\_\_ regularly scheduled hours per week, per year.

(A minimum of [15 hours] per week is required.)

Are there any special eligibility or employee class requirements or restrictions? If so, please describe.

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The participation requirement is the greater of [50] enrolled lives or [50%] If premium is non-contributory must have 100% eligible employee participation. If contributory not less than 50% of eligible employees or less than 50 eligible employees.

Number of eligible employees: \_\_\_\_\_ (Must be greater than 50). Number Enrolled: \_\_\_\_\_

Is there any employer contribution?  Yes  No If yes, what percentage? \_\_\_\_\_ %

Named Insured Only:  100%  75%  50%  \_\_\_\_\_ (other)

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

Family:  100%  75%  50%  \_\_\_\_\_ (other)

Plan Applied For:

Employee Class: \_\_\_\_\_ ]

[Association Group

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

Number of eligible members: \_\_\_\_\_

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

Named Insured Only:  100%  75%  50%  \_\_\_\_\_ (other)

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

Family:  100%  75%  50%  \_\_\_\_\_ (other)

Plan Applied For:

Member Class: \_\_\_\_\_ ]

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

<b>[ Accident Medical Benefit</b>	
Deductible	[\$250] per Policy Year per Covered Person
Accident Medical Benefit	100%
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 Family]
[Hospital Intensive Care Unit Confinement Benefit	[\$600] per day of confinement
Maximum Benefit Period	Up to [15] days per Policy Year per Family]
[Surgery with Anesthesia Benefit	
Maximum Benefit per Surgery	See Surgical Fee Schedule
Maximum Benefit	[\$3,500]] per Policy Year per Family]
Anesthesia Benefit	[25] % of surgical benefit.]
<b>[ Skilled Nursing Facility Benefit</b>	
Skilled Nursing Facility Benefit	[\$200] per day of confinement
Maximum Benefit	Up to [60] days per Policy Year per Family]
<b>[ Hospital Admission Benefit</b>	
Hospital Admission Benefit	[\$250 - \$2,000] per admission
Maximum Benefit	[\$2,000 – 10,000 in \$1,000 increments] per Policy Year per Family]
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Doctor's Office Benefit	[\$50] per visit
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<b>[ Prescription Benefit</b>	
Prescription Benefit	[\$20] per prescription
Maximum Benefit	[2] prescriptions per month per Covered Person]
<b>[ Ambulance Benefit</b>	
Ambulance Benefit	[\$100] per covered sickness/accident per Covered Person
Maximum Number of Benefits	[3] per Policy Year per Family.]

<b>[ Mental Health Benefit</b>		
Mental Health Inpatient Benefit		[\$50] per day
Mental Health Inpatient Maximum Benefit		[30] days per Covered Person per Policy Year
Mental Health Outpatient Benefit		[\$50] per treatment
Mental Health Outpatient Maximum Benefit		[15] days per Covered Person per Policy Year
<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 Family
Inpatient Rehabilitation Maximum Benefit		30 Days per Policy Year per Family
<b>[ Accidental Death [and Dismemberment Benefit]</b>		
Accidental Death Benefit		[\$5,000]
[Dismemberment Benefit		[\$5,000]]
<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]

**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]
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12. Is this a replacement of similar coverage:  Yes  No

13. Previous Company: \_\_\_\_\_

Termination Date of Prior Plan: \_\_\_\_\_

**It is understood and agreed that this application shall be attached as a part of the Policy applied for, and that no Insurance shall be effective until approved by American Medical and Life Insurance Company at its home office. All statements contained in the application shall, in the absence of fraud, be deemed representations and not warranties.**

**I understand that Fixed Indemnity Plan covered persons are covered by group insurance benefits.** 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 a fixed indemnity 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 knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application is guilty of a crime and may be subject to fines and confinement in prison.

Dated at: \_\_\_\_\_  
(City, State)

By: \_\_\_\_\_  
(Authorized Signature/Title)

On: \_\_\_\_\_  
Date (mm/dd/yyyy)

By: \_\_\_\_\_  
(Printed Agent/Broker Name)

\_\_\_\_\_  
(Signature of Agent/Broker)

To be Completed by Home Office

On \_\_\_\_\_ Date (mm/dd/yyyy) By \_\_\_\_\_ Home Office Plan Effective Date \_\_\_\_\_



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

**ARKANSAS AMENDATORY ENDORSEMENT**

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

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

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

Coverage for the Named Insured's newborn children:

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

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

For each newborn child, the Named Insured must:

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

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

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

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

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

Coverage Continuation for Handicapped Children

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

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

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

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

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

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

**Coverage for Anesthesia and Hospitalization for Dental Procedures**

This benefit includes anesthesia and hospital services performed in connection with dental procedures in a hospital if: (1) the physician treating the Covered Person certifies that because of the Covered Person's age

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

C. [Under **LIMITATIONS AND EXCLUSIONS, Additional Limitations and Exclusions**, the following changes are hereby made:

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

D. Under **TERMINATION OF INSURANCE, Extension of Benefits** is deleted and replaced with the following:

**Extension of Benefits**

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

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

- the date the Covered Person is discharged from the Hospital; or
- Hospital benefits under the Policy are exhausted.

E. [Under **HOW TO FILE A CLAIM/CLAIM PROVISIONS, Time of Payment of Claim** is deleted and replaced with the following:

**Time of Payment of Claim**

We will pay, deny or settle all benefits due for clean claims within 30 calendar days after receipt of proof of loss submitted electronically or within 45 days by any other method.

If the resolution of a claim requires additional information, We will, within 30 calendar days after receipt of the claim, give You a full explanation of what additional information is needed. If You and the Provider have provided all such additional information necessary to resolve the claim, the claim shall be paid, denied, or settled within 30 calendar days after receipt.

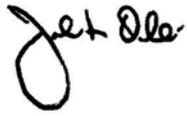
If We fail to pay, settle or deny a clean claim or take other required actions within 30 or 45 calendar days (excluding the time waiting for additional information), We will pay interest at the rate of 12% annually on the amount ultimately allowed on the claim, accruing from the date payment was due.

For the purpose of this provision, the following definition has been added:

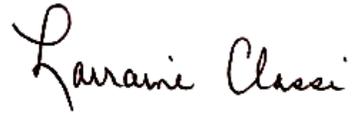
"Clean Claim" means a claim that is submitted on a HCFA 1500 or on a UB92, in a format required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or on the Plan's standard claim form with all required fields completed in accordance with the Plan's published claim filing requirements. A Clean Claim does not include a claim (1) for payment of expenses incurred during a period of time for which premiums are delinquent, or (2) for which the Plan needs additional information in order to resolve one or more outstanding issues.

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

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



Chairman, President and CEO



Executive Vice President & Chief Compliance Officer

SERFF Tracking Number: ICCI-126911879 State: Arkansas  
 Filing Company: American Medical and Life Insurance Company State Tracking Number: 47699  
 Company Tracking Number: AMLI GRP LM 2010 POL GA  
 TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity  
 Product Name: AMLI GRP LM 2010 POL GA  
 Project Name/Number: AMLI GRP LM 2010 POL GA /AMLI GRP LM 2010 POL GA

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification	Approved-Closed	01/14/2011
<b>Comments:</b>		
<b>Attachment:</b> Cert of Comp. with Rule 19 AMLI GRP NBLA.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Application	Approved-Closed	01/14/2011
<b>Comments:</b> See attached form schedule tab		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Authorization Letter	Approved-Closed	01/14/2011
<b>Comments:</b>		
<b>Attachment:</b> auth letter _2011_.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> The National Better Living Association	Approved-Closed	01/14/2011
<b>Comments:</b>		
<b>Attachments:</b> Articles of Incorporation.pdf Association Bylaws.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Prior approval of the NBLA on	Approved-Closed	01/14/2011



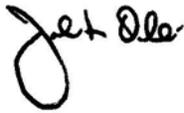
**Certificate of Compliance with  
Arkansas Rule and Regulation 19**

Insurer: American Medical and Life Insurance Company

Form Number(s):

Group Limited Benefit Accident and Sickness Insurance Policy – AMLI GRP LM 2007 POL GA  
Certificate of Insurance – AMLI GRP LM 2007 CERT GA  
Group Application – AMLI GRP LM 2007 APP GA AR  
Schedule – AMLI GRP LM 2007 SCHED  
Amendatory Endorsement – GRP LM 2007 AE AR

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



\_\_\_\_\_  
Signature of Company Officer

John Ollis  
Name

CEO and President  
Title

January 13, 2011  
Date



8 WEST 38<sup>TH</sup> STREET – SUITE 1002  
NEW YORK, NY 10018

**MICHAEL F. MURPHY**

EXECUTIVE VICE PRESIDENT & CHIEF MARKETING OFFICER

301.299.7802

CELL 301.943.2222

FAX 301.299.3410

mmurphy@usamli.com

www.usamli.com

January 1, 2011

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

Dear Mr. Camling:

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

Sincerely,

# STATE OF GEORGIA

**Secretary of State**

**Corporations Division**

**315 West Tower**

**#2 Martin Luther King, Jr. Dr.**

**Atlanta, Georgia 30334-1530**

## **CERTIFICATE OF RESTATED ARTICLES**

I, **Karen C Handel**, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

**THE NATIONAL BETTER LIVING  
ASSOCIATION, INC.**  
a Domestic Non-Profit Corporation

has amended and filed duly restated articles on **11/06/2009** in the Office of the Secretary of State and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said restated articles.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on November 6, 2009



A handwritten signature in cursive script that reads "Karen C Handel".

**Karen C Handel**  
Secretary of State

**SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
THE NATIONAL BETTER LIVING ASSOCIATION, INC.**

THE NATIONAL BETTER LIVING ASSOCIATION, INC. (the "Corporation"), a nonprofit corporation organized and existing under the laws of the State of Georgia, does hereby certify as follows:

(a) The name of the Corporation is The National Better Living Association, Inc. The original Articles of Incorporation of the Corporation were filed with the office of the Secretary of State of the State of Georgia on July 19, 2007, and the Amended and Restated Articles of Incorporation of the Corporation were filed with the office of the Secretary of State of the State of Georgia on October 3, 2008.

(b) These Second Amended and Restated Articles of Incorporation were duly adopted in accordance with the provisions of Section 14-3-1006 of the Georgia Nonprofit Corporation Code.

(c) The text of the Amended and Restated Articles of Incorporation is amended and restated in its entirety as follows:

**ARTICLE I**  
*Name*

The name of the corporation is The National Better Living Association, Inc. (the "Corporation").

**ARTICLE II**  
*Nonprofit Corporation*

The Corporation is organized pursuant to the Georgia Nonprofit Corporation Code (the "GNCC").

**ARTICLE III**  
*Purpose*

The purpose or purposes of the Corporation shall be to help improve the quality of life of its members by:

- a. Educating members about better balancing work, family and personal demands and activities;
- b. Providing, collecting and disseminating information to its members about effectively accessing and taking advantage of quality health and medical care and services;
- c. Attempting to influence government, corporate and public opinions, policies, regulations and laws to promote more balanced and healthier lifestyles and broader access to quality health and medical care and services;

State of Georgia  
Expedite Amend/Restate 5 Page(s)

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2907952-000001 11/05/2009



T0931010504

- d. Doing any other act or thing incidental to or connected with such purpose or the advancement thereof and exercising all powers conferred upon corporations by the laws of the State of Georgia and of the United States, provided, however, that the Corporation is explicitly empowered to engage in any lawful activity as may be allowed under the laws, statutes, and rules of the fifty states and the United States of America.

**ARTICLE IV**  
***Members***

The Corporation shall have members. The Board of Directors of the Corporation shall have the power to admit members to the Corporation in such manner, subject to such qualifications, upon such terms and conditions, and with such rights and privileges as may be provided from time to time in the Bylaws of the Corporation and that are not inconsistent with any provision of these Articles of Incorporation. Members may be divided into one or more classes.

**ARTICLE V**  
***Registered Office and Registered Agent***

The registered office of the Corporation is located at 3414 Peachtree Rd., N.E., Suite 1600, Atlanta, Fulton County, Georgia, 30326. The registered agent of the Corporation at such address is David S. Cooper.

**ARTICLE VI**  
***Principal Office***

The mailing address of the principal office of the Corporation is 6470 East Johns Crossing, Suite 170, Duluth, Georgia, 30097.

**ARTICLE VII**  
***Purposes and Activities***

The purposes of the Corporation shall be to help improve the quality of life of its members by providing information about and promoting various wellness and lifestyle activities and benefits, and any other purposes incidental to or connected with such purpose. The Corporation shall be permitted to engage in any lawful activity permitted under the GNCC. In furtherance of such purposes, the Corporation shall have full power and authority to perform all other acts necessary or incidental to the above and to do whatever is deemed necessary, useful, advisable, or conducive, directly or indirectly, as determined by the Board of Directors, to carry out any of the purposes of the Corporation, as set forth in these Articles of Incorporation or in the Bylaws, including the exercise of all other power and authority enjoyed by corporations generally by virtue of the provisions of the GNCC.

**ARTICLE VIII**  
***Dissolution of Corporation***

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation in accordance with the Bylaws.

**ARTICLE IX**  
***Limitation of Director Liability***

(a) A director of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for any action taken, or any failure to take any action, as a director, except for any liability: (i) for any appropriation, in violation of the director's duties, of any business opportunity of the Corporation; (ii) for acts or omissions that involve intentional misconduct or a knowing violation of law; (iii) of the type set forth in Section 14-3-831 of the GNCC, as in effect from time to time; or (iv) for any transaction from which the director derived an improper personal benefit. If the GNCC is amended to further eliminate or limit the liability of a director, then a director of the Corporation, in addition to the circumstances in which a director is not personally liable as set forth in the preceding sentence, shall be not liable to the fullest extent permitted by the GNCC, as it may be amended from time to time.

(b) Any repeal or modification of the provisions of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation with respect to any act or omission occurring prior to the effective date of such repeal or modification.

(c) If the GNCC or, to the extent applicable, the Georgia Business Corporation Code hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended GNCC or the amended Georgia Business Corporation Code, as appropriate.

(d) In the event that any provision of this Article (including any provision within a single sentence) is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

**ARTICLE X**  
***Indemnification***

The Corporation shall provide indemnification of its directors, officers, employees and agents to the fullest extent permitted by law, and the provisions of Part 5 of Article 8 of the GNCC are incorporated herein by reference as permitted by Section 14-3-858(f) of the GNCC.

**ARTICLE XI**  
***Amendments***

These Articles of Incorporation may be amended at any time and from time to time by the affirmative vote of a majority of all of the directors then in office.

**CERTIFICATION PURSUANT TO SECTION 14-3-1006(e) OF THE GNCC**

These Second Amended and Restated Articles of Incorporation amend and restate the Articles of Incorporation and all amendments and corrections thereto. In accordance with Sections 14-3-1002 and 14-3-1006 of the GNCC, the Board of Directors of the Corporation has duly approved and adopted these Second Amended and Restated Articles of Incorporation as of November 6, 2009.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Corporation has caused these Second Amended and Restated Articles of Incorporation to be executed as of November 6, 2009.

THE NATIONAL BETTER LIVING ASSOCIATION, INC.

By: George Spalding  
George Spalding, President

2009 NOV -6 7:12:57  
CORP. SEC. DIVISION

**SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
THE NATIONAL BETTER LIVING ASSOCIATION, INC.**

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*Nonprofit Corporation*

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**ARTICLE III**

*Purpose*

The purpose or purposes of the Corporation shall be to help improve the quality of life of its members by:

- a. Educating members about better balancing work, family and personal demands and activities;
- b. Providing, collecting and disseminating information to its members about effectively accessing and taking advantage of quality health and medical care and services;
- c. Attempting to influence government, corporate and public opinions, policies, regulations and laws to promote more balanced and healthier lifestyles and broader access to quality health and medical care and services;

- d. Doing any other act or thing incidental to or connected with such purpose or the advancement thereof and exercising all powers conferred upon corporations by the laws of the State of Georgia and of the United States, provided, however, that the Corporation is explicitly empowered to engage in any lawful activity as may be allowed under the laws, statutes, and rules of the fifty states and the United States of America.

**ARTICLE IV**  
***Members***

The Corporation shall have members. The Board of Directors of the Corporation shall have the power to admit members to the Corporation in such manner, subject to such qualifications, upon such terms and conditions, and with such rights and privileges as may be provided from time to time in the Bylaws of the Corporation and that are not inconsistent with any provision of these Articles of Incorporation. Members may be divided into one or more classes.

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**ARTICLE VII**  
***Purposes and Activities***

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**ARTICLE VIII**  
***Dissolution of Corporation***

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation in accordance with the Bylaws.

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(a) A director of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for any action taken, or any failure to take any action, as a director, except for any liability: (i) for any appropriation, in violation of the director's duties, of any business opportunity of the Corporation; (ii) for acts or omissions that involve intentional misconduct or a knowing violation of law; (iii) of the type set forth in Section 14-3-831 of the GNCC, as in effect from time to time; or (iv) for any transaction from which the director derived an improper personal benefit. If the GNCC is amended to further eliminate or limit the liability of a director, then a director of the Corporation, in addition to the circumstances in which a director is not personally liable as set forth in the preceding sentence, shall be not liable to the fullest extent permitted by the GNCC, as it may be amended from time to time.

(b) Any repeal or modification of the provisions of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation with respect to any act or omission occurring prior to the effective date of such repeal or modification.

(c) If the GNCC or, to the extent applicable, the Georgia Business Corporation Code hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended GNCC or the amended Georgia Business Corporation Code, as appropriate.

(d) In the event that any provision of this Article (including any provision within a single sentence) is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

**ARTICLE X**  
***Indemnification***

The Corporation shall provide indemnification of its directors, officers, employees and agents to the fullest extent permitted by law, and the provisions of Part 5 of Article 8 of the GNCC are incorporated herein by reference as permitted by Section 14-3-858(f) of the GNCC.

**ARTICLE XI**  
*Amendments*

These Articles of Incorporation may be amended at any time and from time to time by the affirmative vote of a majority of all of the directors then in office.

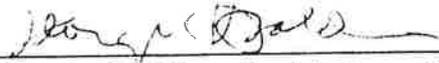
**CERTIFICATION PURSUANT TO SECTION 14-3-1006(e) OF THE GNCC**

These Second Amended and Restated Articles of Incorporation amend and restate the Articles of Incorporation and all amendments and corrections thereto. In accordance with Sections 14-3-1002 and 14-3-1006 of the GNCC, the Board of Directors of the Corporation has duly approved and adopted these Second Amended and Restated Articles of Incorporation as of November 6, 2009.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Corporation has caused these Second Amended and Restated Articles of Incorporation to be executed as of November 6, 2009.

THE NATIONAL BETTER LIVING ASSOCIATION, INC.

By:   
George Spalding, President

2009 NOV -5 PM 12:57  
OFFICE OF THE SECRETARY OF STATE

# STATE OF GEORGIA

Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

## CERTIFICATE OF RESTATED ARTICLES

I, **Karen C Handel**, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

**THE NATIONAL BETTER LIVING  
ASSOCIATION, INC.**  
a Domestic Non-Profit Corporation

has amended and filed duly restated articles on **10/03/2008** in the Office of the Secretary of State and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said restated articles.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on October 3, 2008



Karen C Handel  
Secretary of State

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF  
THE NATIONAL BETTER LIVING ASSOCIATION, INC.**

THE NATIONAL BETTER LIVING ASSOCIATION, INC. (the "Corporation"), a nonprofit corporation organized and existing under the laws of the State of Georgia, does hereby certify as follows:

(a) The name of the Corporation is The National Better Living Association, Inc. The original Articles of Incorporation of the Corporation were filed with the office of the Secretary of State of the State of Georgia on July 19, 2007.

(b) These Amended and Restated Articles of Incorporation were duly adopted in accordance with the provisions of Section 14-3-1006 of the Georgia Nonprofit Corporation Code.

(c) The text of the Articles of Incorporation is amended and restated in its entirety as follows:

**ARTICLE I**  
*Name*

The name of the corporation is The National Better Living Association, Inc. (the "Corporation").

**ARTICLE II**  
*Nonprofit Corporation*

The Corporation is organized pursuant to the Georgia Nonprofit Corporation Code (the "GNCC").

**ARTICLE III**  
*Members*

The Corporation shall have members. The Board of Directors of the Corporation shall have the power to admit members to the Corporation in such manner, subject to such qualifications, upon such terms and conditions, and with such rights and privileges as may be provided from time to time in the Bylaws of the Corporation and that are not inconsistent with any provision of these Articles of Incorporation. Members may be divided into one or more classes.

**ARTICLE IV**  
*Registered Office and Registered Agent*

The registered office of the Corporation is located at 3414 Peachtree Rd., N.E., Suite 1600, Atlanta, Fulton County, Georgia, 30326. The registered agent of the Corporation at such address is David S. Cooper.



**ARTICLE V**  
***Principal Office***

The mailing address of the principal office of the Corporation is 6470 East Johns Crossing, Suite 170, Duluth, Georgia, 30097.

**ARTICLE VI**  
***Purposes and Activities***

The purposes of the Corporation shall be to help improve the quality of life of its members by providing information about and promoting various wellness and lifestyle activities and benefits, and any other purposes incidental to or connected with such purpose. The Corporation shall be permitted to engage in any lawful activity permitted under the GNCC. In furtherance of such purposes, the Corporation shall have full power and authority to perform all other acts necessary or incidental to the above and to do whatever is deemed necessary, useful, advisable, or conducive, directly or indirectly, as determined by the Board of Directors, to carry out any of the purposes of the Corporation, as set forth in these Articles of Incorporation or in the Bylaws, including the exercise of all other power and authority enjoyed by corporations generally by virtue of the provisions of the GNCC.

**ARTICLE VII**  
***Dissolution of Corporation***

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation in accordance with the Bylaws.

**ARTICLE VIII**  
***Limitation of Director Liability***

(a) A director of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for any action taken, or any failure to take any action, as a director, except for any liability: (i) for any appropriation, in violation of the director's duties, of any business opportunity of the Corporation; (ii) for acts or omissions that involve intentional misconduct or a knowing violation of law; (iii) of the type set forth in Section 14-3-831 of the GNCC, as in effect from time to time; or (iv) for any transaction from which the director derived an improper personal benefit. If the GNCC is amended to further eliminate or limit the liability of a director, then a director of the Corporation, in addition to the circumstances in which a director is not personally liable as set forth in the preceding sentence, shall be not liable to the fullest extent permitted by the GNCC, as it may be amended from time to time.

(b) Any repeal or modification of the provisions of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation with respect to any act or omission occurring prior to the effective date of such repeal or modification.

(c) If the GNCC or, to the extent applicable, the Georgia Business Corporation Code hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended GNCC or the amended Georgia Business Corporation Code, as appropriate.

(d) In the event that any provision of this Article (including any provision within a single sentence) is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

**ARTICLE IX**  
***Indemnification***

The Corporation shall provide indemnification of its directors, officers, employees and agents to the fullest extent permitted by law, and the provisions of Part 5 of Article 8 of the GNCC are incorporated herein by reference as permitted by Section 14-3-858(f) of the GNCC.

**ARTICLE X**  
***Amendments***

These Articles of Incorporation may be amended at any time and from time to time by the affirmative vote of a majority of all of the directors then in office.

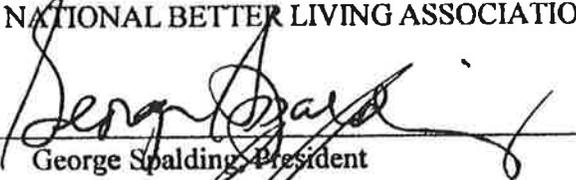
**CERTIFICATION PURSUANT TO SECTION 14-3-1006(e) OF THE GNCC**

These Amended and Restated Articles of Incorporation amend and restate the Articles of Incorporation and all amendments and corrections thereto. In accordance with Sections 14-3-1003 and 14-3-1006 of the GNCC, because the Corporation heretofore has had no members, the Board of Directors of the Corporation has duly approved and adopted these Amended and Restated Articles of Incorporation as of September 24, 2008.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Corporation has caused these Amended and Restated Articles of Incorporation to be executed as of September 24, 2008.

THE NATIONAL BETTER LIVING ASSOCIATION, INC.

By:   
George Spalding, President

By:   
Timothy Stewert, Secretary



2008 OCT -3 AM 8:52  
SECRETARY OF STATE  
CORPORATIONS DIVISION

# STATE OF GEORGIA

**Secretary of State**

**Corporations Division**

**315 West Tower**

**#2 Martin Luther King, Jr. Dr.**

**Atlanta, Georgia 30334-1530**

## CERTIFICATE OF INCORPORATION

I, **Karen C Handel**, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

### **THE NATIONAL BETTER LIVING ASSOCIATION, INC.**

**a Domestic Non-Profit Corporation**

has been duly incorporated under the laws of the State of Georgia on **07/19/2007** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal of the City of Atlanta  
and the State of Georgia on July 19, 2007



A handwritten signature in cursive script that reads "Karen C Handel".

**Karen C Handel**  
**Secretary of State**

**ARTICLES OF INCORPORATION  
OF  
THE NATIONAL BETTER LIVING ASSOCIATION, INC.**

**ARTICLE I  
*Name***

The name of the corporation shall be:

THE NATIONAL BETTER LIVING ASSOCIATION, INC. (the "Corporation")

**ARTICLE II  
*Nonprofit Corporation***

The Corporation is organized pursuant to the Georgia Nonprofit Corporation Code.

**ARTICLE III  
*Members***

The Corporation initially shall have no members. However, the Board of Directors of the Corporation shall have the power to admit members to the Corporation in such manner, subject to such qualifications, and upon such terms and conditions and with such rights and privileges as may be provided from time to time in the Bylaws of the Corporation and as are not inconsistent with any provision of these Articles of Incorporation. Members may be divided into one or more classes.

**ARTICLE IV  
*Registered Office and Registered Agent***

The initial registered office of the Corporation shall be at 3414 Peachtree Rd., NE., Suite 1600 Atlanta, Fulton County, Georgia 30326. The initial registered agent of the Corporation at such address shall be David S. Cooper.

**ARTICLE V  
*Incorporator***

The name and address of the Incorporator are as follows:

David S. Cooper  
3414 Peachtree Rd., NE., Suite 1600  
Atlanta, Georgia 30326

**ARTICLE VI  
*Principal Office***

The mailing address of the initial principal office of the Corporation is 6470 E. Johns Crossing, Duluth, Georgia 30097.

State of Georgia  
Creation - Domestic Entity 4 Page(s)



**ARTICLE VII**  
***Purposes and Activities***

The Corporation shall be permitted to engage in any lawful activity permitted under the Georgia Nonprofit Corporation Code. In furtherance of such activities, the Corporation shall have full power and authority:

(a) To receive and accept property, whether real, personal, or mixed, by way of gift, bequest, or devise, from any person, firm, trust, or corporation, to be held, administered, and disposed of in accordance with and pursuant to the governing instruments of the Corporation, as the same shall be amended from time to time; and

(b) To perform all other acts necessary or incidental to the above and to do whatever is deemed necessary, useful, advisable, or conducive, directly or indirectly, as determined by the Board of Directors, to carry out any of the purposes of the Corporation, as set forth in these Articles of Incorporation or in the Bylaws, including the exercise of all other power and authority enjoyed by corporations generally by virtue of the provisions of the Georgia Nonprofit Corporation Code.

**ARTICLE VIII**  
***Dissolution of Corporation***

Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provision for payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation in accordance with the Bylaws.

**ARTICLE IX**  
***Limitation of Director Liability***

(a) A Director of the Corporation shall not be personally liable to the Corporation or its members for monetary damages for breach of duty of care or other duty as a Director, except for liability:

(i) for any appropriation, in violation of his or her duties, of any business opportunity of the Corporation;

(ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or

(iii) for any transaction from which the Director derived an improper personal benefit.

(b) Any repeal or modification of the provisions of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director of the Corporation with respect to any act or omission occurring prior to the effective date of such repeal or modification.

(c) If the Georgia Nonprofit Corporation Code or, by reference, if appropriate, the Georgia Business Corporation Code hereafter is amended to authorize the further elimination or limitation of the liability of Directors, then the liability of a Director of the Corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Georgia Nonprofit Corporation Code or the amended Georgia Business Corporation Code, as appropriate.

(d) In the event that any of the provisions of this Article (including any provision within a single sentence) are held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions are severable and shall remain enforceable to the fullest extent permitted by law.

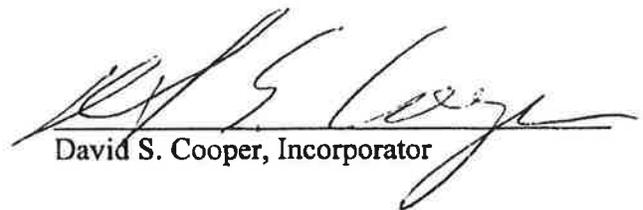
**ARTICLE X**  
***Indemnification***

The Corporation shall provide indemnification of its Directors, officers, employees, or agents to the fullest extent permitted by law, and the provisions of Part 5 of Article 8 of the Georgia Nonprofit Corporation Code are incorporated herein by reference as provided Section 14-3-858(f) of the Georgia Nonprofit Corporation Code.

**ARTICLE XI**  
***Amendments***

These Articles of Incorporation may be amended at any time and from time to time by the affirmative vote of a majority of all of the Directors then in office.

**IN WITNESS WHEREOF**, the Incorporator has executed these Articles of Incorporation, this July 19, 2007.

  
David S. Cooper, Incorporator

CORPORATIONS DIVISION

2007 JUL 19 P 2:24

SECRETARY OF STATE

# STATE OF GEORGIA

**Secretary of State**

**Corporations Division**

**315 West Tower**

**#2 Martin Luther King, Jr. Dr.**

**Atlanta, Georgia 30334-1530**

## **CERTIFICATE OF MERGER**

I, **Karen C Handel**, the Secretary of State and the Corporations Commissioner of the State of Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of 08/15/2007. Attached is a true and correct copy of the said filing.

Surviving Entity:

**THE NATIONAL BETTER LIVING ASSOCIATION, INC.**, a Georgia Non-Profit Corporation

Nonsurviving Entity/Entities:

**THE NATIONAL BETTER LIVING ASSOCIATION**, a Delaware Non-Qualifying Entity

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on August 15, 2007



A handwritten signature in cursive script, reading 'Karen C Handel'.

Karen C Handel  
Secretary of State

## AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

This Agreement of Merger and Plan of Reorganization (the "Agreement") is made and entered as of July 17, 2007 by and between THE NATIONAL BETTER LIVING ASSOCIATION, a Delaware non-stock corporation (hereinafter called "National") and THE NATIONAL BETTER LIVING ASSOCIATION, INC., a Georgia non-profit corporation (hereinafter called "National-Georgia").

### WHEREAS:

1. The Boards of Directors of National and National-Georgia have resolved that National and National-Georgia be merged pursuant to the Georgia Non-Profit Corporation Code (as amended) and the Delaware General Corporation Law: Section 256 into a single corporation existing under the laws of the State of Georgia, to wit, National-Georgia, which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code;
2. The respective Boards of Directors of National and National-Georgia have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement;

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the Georgia Non-Profit Corporation Code and the Delaware General Corporation Law: Section 256 that National shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single corporation existing under the laws of the State of Georgia, to wit, National-Georgia, which shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

### 1. Members/Directors Meetings; Filings; Effects of Merger

1.1 Members/Directors Meeting. National shall call a meeting of its Founding Members and Board of Directors to be held in accordance with the Delaware General Corporation Law: Sections 215 and 141 at the earliest practicable date, upon due notice thereof to its Founding Members and Board of Directors to consider and vote upon, among other matters, adoption of this Agreement.

1.2 Action by Sole Director of National-Georgia. On or before the Effective Date, the Board of Directors of National-Georgia shall adopt this Agreement in accordance with the Georgia Non-Profit Corporation Code.

1.3 Filing of Certificate of Merger; Effective Date. If (a) this Agreement is adopted by the Founding Members and Board of Directors of National in accordance with the Delaware General Corporation Law Statutes, (b) this Agreement has been adopted by the Board of Directors of National-Georgia in accordance with the Georgia Non-Profit Corporation Code, and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then Articles of Merger shall be filed and recorded in accordance with the Georgia Non-Profit Corporation Code and a Certificate of Merger shall be filed in accordance with the Delaware General Corporation Law: Section 251. Such filings shall be made on the same day. The Merger shall become effective at 9:00 A.M. on the day of such filing in Georgia which date and time are herein referred to as the "Effective Date."

1.4 Certain Effects of Merger. On the Effective Date, the separate existence of National shall cease, and National shall be merged into National-Georgia which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of National; and all and singular, the rights, privileges, powers, and franchises of National, and all property, real, personal, and mixed, and all debts due to National on whatever account, as well for all other things in action or belonging to National, shall be vested in the National-Georgia; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the National-Georgia as they were of National, and the title to any real estate vested by deed or otherwise, under the laws of Georgia or Delaware or any other jurisdiction, in National, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of National shall be preserved unimpaired, and all debts, liabilities, and duties of National shall thenceforth attach to the National-Georgia and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of National or the corresponding officers of the National-Georgia, may, in the name of National, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the National-Georgia may deem necessary or desirable in order to vest, perfect, or confirm in the National-Georgia title to and possession of all National's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

2. Name of Surviving Corporation; Certificate of Incorporation; By-Laws

2.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be **THE NATIONAL BETTER LIVING ASSOCIATION, INC.**

2.2 Articles of Incorporation. The Articles of Incorporation of National-Georgia as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Articles of Incorporation of the Surviving Corporation until changed or amended as provided by law.

2.3 By-Laws. The By-Laws of National-Georgia, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided therein.

3. Status of Members.

All members, if any, of National shall become as of the Effective Date, members of the Surviving Corporation as such members are defined in the Articles of Incorporation and By-Laws of Surviving Corporation.

4. Miscellaneous

4.1. This Agreement may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, if the Board of Directors of National or of the National-Georgia duly adopt a resolution abandoning this Agreement of Merger.

4.2. For the convenience of the parties hereto and to facilitate the filing of this Agreement, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Agreement has been executed by National and National-Georgia all on the date first above written.

ATTEST:

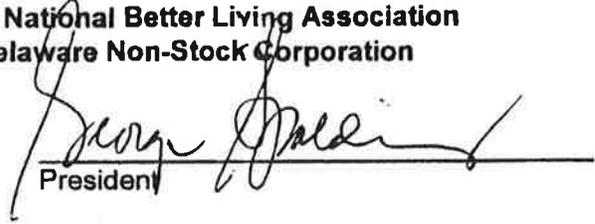
Secretary



**The National Better Living Association  
A Delaware Non-Stock Corporation**

By:

President



ATTEST:

Secretary



**The National Better Living Association, Inc.  
A Georgia Non-Profit Corporation**

By:

President



**MINUTES OF ACTION TAKEN BY THE UNANIMOUS CONSENT OF THE BOARD OF DIRECTORS AND FOUNDING MEMBERS OF THE NATIONAL BETTER LIVING ASSOCIATION**

The undersigned, being all of the Directors and Founding Members of THE NATIONAL BETTER LIVING ASSOCIATION, a Delaware non-stock corporation (the "Corporation"), by signing these minutes, does hereby consent pursuant to the Delaware General Corporation Code (the "Code") to the following actions:

**RESOLVED**, that the Corporation merge into The National Better Living Association, Inc., a Georgia nonprofit corporation, in accordance with the Agreement and Plan of Merger attached hereto as Exhibit A and the Articles of Merger attached hereto as Exhibit B, and that such Agreement and Plan of Merger is hereby adopted by the Corporation pursuant to Title 8, Section 256 of the General Corporation Law of the State of Delaware; and

**RESOLVED FURTHER**, that the officers of the Corporation be and are hereby authorized and directed in the name and on behalf of the Corporation to take any and all other actions and to execute, acknowledge, seal, and consummate the Agreement and Plan of Merger, the Certificate of Merger, and any and all instruments and documents deemed necessary or proper in connection to the foregoing resolutions without the necessity of an attesting signature; and

**RESOLVED FURTHER**, that this consent be placed in the minute book of the Corporation.

This July 27, 2007.

George Spalding, Director and Founding Member

Michael Siewert, Director and Founding Member

Timothy Siewert, Director and Founding Member

MINUTES OF ACTION TAKEN BY THE UNANIMOUS CONSENT  
OF THE BOARD OF DIRECTORS OF  
THE NATIONAL BETTER LIVING ASSOCIATION, INC.

The undersigned, being all of the Directors of THE NATIONAL BETTER LIVING ASSOCIATION, INC., a Georgia corporation (the "Corporation"), by signing these minutes, does hereby consent pursuant to Section 14-3-821 of the Georgia Nonprofit Corporation Code (the "Code") to the following actions:

**RESOLVED**, that The National Better Living Association, a Delaware non-stock corporation ("National") be merged into the Corporation, in accordance with the Agreement and Plan of Merger attached hereto as **Exhibit A** and the Articles of Merger attached hereto as **Exhibit B**, and that such Agreement and Plan of Merger is hereby adopted by the Corporation pursuant to Section 14-3-1103(b) of the Code; and

**RESOLVED FURTHER**, that the officers of the Corporation be and are hereby authorized and directed in the name and on behalf of the Corporation to take any and all other actions and to execute, acknowledge, seal, and consummate the Agreement and Plan of Merger, the Articles of Merger, and any and all instruments and documents deemed necessary or proper in connection to the foregoing resolutions without the necessity of an attesting signature; and

**RESOLVED FURTHER**, that this consent be placed in the minute book of the Corporation.

This July 1, 2007.

George Spalding, Director

Michael Siewert, Director

Timothy Siewert, Director

BAKER DONELSON BEARMAN CALDWELL &  
SUITE 1600, MONARCH PLAZA  
3414 PEACHTREE RD., NE  
ATLANTA, GA 30326

Last Insertion: 09/10/07 Ad #: 882076 Account #: 125797

STATE OF DELAWARE  
CERTIFICATE OF RESTATEMENT OF  
CORPORATION OF  
THE NATIONAL BETTER LIVING ASSOCIATION

The corporation, organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

FIRST: That the current name of the corporation is National Better Living Association, Inc.  
SECOND: That the corporation was incorporated under the original name "CCC Plus Association" by the filing of its original Certificate of Incorporation with the Secretary of State of Delaware on December 15, 1994.

THIRD: That the corporation was incorporated as a for-profit corporation, but has never operated as a for-profit entity and that no part of the assets or any income or profits of the corporation have ever been distributed to or inured to the benefit of any shareholder, director, officer or individual

FOURTH: That at a meeting of the Board of Directors of National Better Living Association, Inc., resolutions were duly adopted setting forth a proposed amendment and restatement of the Certificate of Incorporation of said corporation (the "Restated Certificate of Incorporation"), declaring the Restated Certificate of Incorporation to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed Restated Certificate of Incorporation is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation, as previously amended, be further amended, integrated and restated so that, as so amended, integrated and restated, said Certificate of Incorporation shall be and read in full as follows:

"RESTATED CERTIFICATE OF INCORPORATION

OF

THE NATIONAL BETTER LIVING ASSOCIATION

1. The name of the nonprofit, nonstock, mutual benefit corporation (hereinafter referred to as the "Association") shall be: **THE NATIONAL BETTER LIVING ASSOCIATION.**
2. The address of the registered office of the Association in the State of Delaware is c/o United Corporate Services, Inc., 874 Walker Road, Suite C, in the City of Dover, County of Kent, State of Delaware 19904. The name of the registered agent at such address is United Corporate Services, Inc.
3. The purpose or purposes of the Association shall be to help improve the quality of life of its members by:
  - a. Educating members about better balancing work, family and personal demands and activities;
  - b. Providing, collecting and disseminating information to its members about effectively accessing and taking advantage of quality health and medical care and services;
  - c. Attempting to influence government, corporate and public opinions, policies, regulations and laws to promote more balanced and healthier lifestyles and broader access to quality health and medical care and services;
  - d. Doing any other act or thing incidental to or connected with such purpose or the advancement thereof and exercising all powers conferred upon corporations by the

laws of the State of Delaware and of the United States, provided, however, that the Association is not empowered to engage in any activity not in furtherance of the purpose set forth above.

4. The Association is not organized for pecuniary profit and shall operate exclusively on a not-for-profit basis and shall have no authority or power to issue capital stock or declare dividends, and no part of the assets, or any income or profits of the Association shall be distributed to or inure to the benefit of any member, director, officer, trustee or individual, other than as may be permitted by law; provided, however, that reasonable compensation may be paid to such persons for services rendered to or for the Association in furtherance of one or more of its purposes.

5. The balance, if any, of all money received by the Association from its operations, after the payment in full of all debts and obligations of the Association of whatsoever kind or nature, shall be used and distributed exclusively for carrying out only the purposes of the Association set forth herein. Upon the liquidation, dissolution, termination or winding up of the Association, all business, property and assets of the Association shall be converted to cash and applied first to satisfy just claims against the Association, and any remaining funds and assets shall either be paid or transferred to corporations or other organizations with a purpose or purposes identical or substantially similar to the purpose or purposes of the Association, or distributed in accordance with the applicable provisions of Delaware law.

6. The powers of the Association shall be exercised, its properties controlled, and its affairs conducted by a board of not less than three directors, or such greater number as determined by a majority vote of the membership. Directors shall be elected annually by a majority vote of the membership to serve for a term of one year. The names and addresses of the persons constituting the first Board of Directors who are to act in that capacity until the qualification of their successors are:

- a. George Spalding, 3762 Wedgewood Chase, Norcross, GA 30092
- b. Timothy Stewart, 4781 Glen Level Drive, Sugar Hill, GA 30518
- c. Michael Stewart, 4291 Sinclair Shores Drive, Cumming, GA 30041

d. The officers of the Association shall be a president, executive director, secretary and treasurer. Other officers and officers may be established or appointed by the Board of Directors. The qualifications, the time and manner of election or appointment, the duties, the terms of office and the manner of removing officers shall be as set forth in the Bylaws.

7. The Board of Directors shall have the power to make, alter or repeal the By-laws of the corporation. Bylaws will be adopted at the first meeting of the Board of Directors and may thereafter be amended or repealed, in whole or in part, in the manner provided therein. Any amendments to the Bylaws shall be binding on all members of the Association. The conditions of membership in the Association shall be provided in the By-laws of the Association.

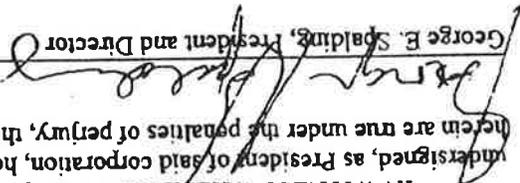
8. No director of the corporation shall be personally liable for monetary damages for breach of fiduciary duty as a director, except that he may be liable (i) for any breach of the director's duty of loyalty to the corporation or its members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. The corporation shall indemnify each director and officer of the corporation to the fullest extent permitted by Section 145 of the General Corporation Law of the State of Delaware, as amended from time to time.

9. Amendments to this Restated Certificate of Incorporation may be proposed by a resolution adopted by the Board of Directors and presented to a quorum of members for their vote. Amendments may be adopted by a vote of at least two-thirds of a quorum of member of the

Association

**FIFTH:** That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware, at which meeting the stockholders unanimously voted in favor of the Restated Certificate of Incorporation, which was duly adopted in accordance with Section 245 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed and the undersigned, as President of said corporation, hereunto signs his name and affirms that the statements made herein are true under the penalties of perjury, this 28 day of December 2006.

  
George E. Spalding, President and Director

# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"NATIONAL BETTER LIVING ASSOCIATION", A DELAWARE CORPORATION,

WITH AND INTO "NATIONAL BETTER LIVING ASSOCIATION, INC." UNDER THE NAME OF "NATIONAL BETTER LIVING ASSOCIATION, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF GEORGIA, AS RECEIVED AND FILED IN THIS OFFICE THE FIFTEENTH DAY OF AUGUST, A.D. 2007, AT 11:30 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

4430225 8100M

070925869



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6030700

DATE: 09-26-07

STATE OF DELAWARE  
CERTIFICATE OF MERGER OF  
DOMESTIC NON-STOCK CORPORATION INTO  
A FOREIGN NON-PROFIT CORPORATION

Pursuant to Title 8, Section 256 of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

**FIRST:** The name of the surviving corporation is National Better Living Association, Inc., a Georgia non-profit corporation, and the name of the corporation being merged into this Surviving Corporation is National Better Living Association, Inc., a Delaware non-stock corporation.

**SECOND:** The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations pursuant to Title 8, Section 256 of the General Corporation Law of the State of Delaware.

**THIRD:** The name of the surviving corporation is National Better Living Association, Inc., a Georgia non-profit corporation.

**FOURTH:** The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

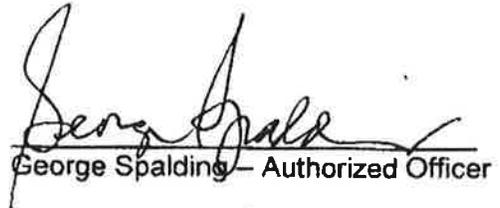
**FIFTH:** The merger is to become effective Upon Filing,

**SIXTH:** The Agreement of Merger is on file at 6370 E. Johns Crossing, Suite 170, Duluth GA 30071, the office of the surviving corporation.

**SEVENTH:** A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any member, if any, of the constituent corporations.

**IN WITNESS WHEREOF**, said surviving corporation has caused this certificate to be signed by an authorized officer, the 27 day of July 2007.

By:

  
George Spalding - Authorized Officer

Name:

GEORGE SPALDING  
Print or Type

Title:

PRESIDENT

**ARTICLES OF MERGER OF  
THE NATIONAL BETTER LIVING ASSOCIATION  
A DELAWARE NON-STOCK CORPORATION  
AND  
THE NATIONAL BETTER LIVING ASSOCIATION, INC.  
A GEORGIA NON-PROFIT CORPORATION**

**Article I**

The Agreement and Plan of Merger attached to these Articles as Exhibit "A" and incorporated by this reference, was unanimously approved by both the founding members and Board of Directors of **THE NATIONAL BETTER LIVING ASSOCIATION**, (the "Company"), a Delaware non-stock corporation and the Board of Directors of **THE NATIONAL BETTER LIVING ASSOCIATION, INC.**, a Georgia non-profit corporation (the "Corporation").

**Article II**

The name of the surviving corporation is **THE NATIONAL BETTER LIVING ASSOCIATION, INC.**, a Georgia non-profit corporation.

**Article III**

The Agreement and Plan of Merger required approval by the founding members of the Company. The Agreement and Plan of Merger was unanimously approved by the founding members of the Company.

**Article IV**

The Corporation has no members so only the Board of Directors of the Corporation had to approve the Agreement and Plan of Merger.

**Article V**

Pursuant to the Agreement and Plan of Merger, the merger of the Company and the Corporation shall be effective on the 27 day of July, 2007.

ATTEST:

By: \_\_\_\_\_

Timothy Siewert

[CORPORATE SEAL]

ATTEST:

By: \_\_\_\_\_

Timothy Siewert

[CORPORATE SEAL]

**THE NATIONAL BETTER LIVING ASSOCIATION  
a Delaware non-stock corporation**

By: \_\_\_\_\_

George Spalding, President

**THE NATIONAL BETTER LIVING ASSOCIATION, INC.,  
a Georgia non-profit corporation**

By: \_\_\_\_\_

George Spalding, President

## AGREEMENT OF MERGER AND PLAN OF REORGANIZATION

This Agreement of Merger and Plan of Reorganization (the "Agreement") is made and entered as of July 17, 2007 by and between **THE NATIONAL BETTER LIVING ASSOCIATION**, a Delaware non-stock corporation (hereinafter called "National") and **THE NATIONAL BETTER LIVING ASSOCIATION, INC.**, a Georgia non-profit corporation (hereinafter called "National-Georgia").

### WHEREAS:

1. The Boards of Directors of National and National-Georgia have resolved that National and National-Georgia be merged pursuant to the Georgia Non-Profit Corporation Code (as amended) and the Delaware General Corporation Law: Section 256 into a single corporation existing under the laws of the State of Georgia, to wit, National-Georgia, which shall be the surviving corporation (such corporation in its capacity as such surviving corporation being sometimes referred to herein as the "Surviving Corporation") in a transaction qualifying as a reorganization within the meaning of Section 368(a)(1)(F) of the Internal Revenue Code;

2. The respective Boards of Directors of National and National-Georgia have approved the merger upon the terms and conditions hereinafter set forth and have approved this Agreement;

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements, provisions, and covenants herein contained, the parties hereto hereby agree in accordance with the Georgia Non-Profit Corporation Code and the Delaware General Corporation Law: Section 256 that National shall be, at the Effective Date (as hereinafter defined), merged (hereinafter called "Merger") into a single corporation existing under the laws of the State of Georgia, to wit, National-Georgia, which shall be the Surviving Corporation, and the parties hereto adopt and agree to the following agreements, terms, and conditions relating to the Merger and the mode of carrying the same into effect.

### 1. Members/Directors Meetings; Filings; Effects of Merger

1.1 Members/Directors Meeting. National shall call a meeting of its Founding Members and Board of Directors to be held in accordance with the Delaware General Corporation Law: Sections 215 and 141 at the earliest practicable date, upon due notice thereof to its Founding Members and Board of Directors to consider and vote upon, among other matters, adoption of this Agreement.

1.2 Action by Sole Director of National-Georgia. On or before the Effective Date, the Board of Directors of National-Georgia shall adopt this Agreement in accordance with the Georgia Non-Profit Corporation Code.

1.3 Filing of Certificate of Merger; Effective Date. If (a) this Agreement is adopted by the Founding Members and Board of Directors of National in accordance with the Delaware General Corporation Law Statutes, (b) this Agreement has been adopted by the Board of Directors of National-Georgia in accordance with the Georgia Non-Profit Corporation Code, and (c) this Agreement is not thereafter, and has not theretofore been, terminated or abandoned as permitted by the provisions hereof, then Articles of Merger shall be filed and recorded in accordance with the Georgia Non-Profit Corporation Code and a Certificate of Merger shall be filed in accordance with the Delaware General Corporation Law: Section 251. Such filings shall be made on the same day. The Merger shall become effective at 9:00 A.M. on the day of such filing in Georgia which date and time are herein referred to as the "Effective Date."

1.4 Certain Effects of Merger. On the Effective Date, the separate existence of National shall cease, and National shall be merged into National-Georgia which, as the Surviving Corporation, shall possess all the rights, privileges, powers, and franchises, of a public as well as of a private nature, and be subject to all the restrictions, disabilities, and duties of National; and all and singular, the rights, privileges, powers, and franchises of National, and all property, real, personal, and mixed, and all debts due to National on whatever account, as well for all other things in action or belonging to National, shall be vested in the National-Georgia; and all property, rights, privileges, powers, and franchises, and all and every other interest shall be thereafter as effectually the property of the National-Georgia as they were of National, and the title to any real estate vested by deed or otherwise, under the laws of Georgia or Delaware or any other jurisdiction, in National, shall not revert or be in any way impaired; but all rights of creditors and all liens upon any property of National shall be preserved unimpaired, and all debts, liabilities, and duties of National shall thenceforth attach to the National-Georgia and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it. At any time, or from time to time, after the Effective Date, the last acting officers of National or the corresponding officers of the National-Georgia, may, in the name of National, execute and deliver all such proper deeds, assignments, and other instruments and take or cause to be taken all such further or other action as the National-Georgia may deem necessary or desirable in order to vest, perfect, or confirm in the National-Georgia title to and possession of all National's property, rights, privileges, powers, franchises, immunities, and interests and otherwise to carry out the purposes of this Agreement.

2. Name of Surviving Corporation; Certificate of Incorporation; By-Laws

2.1 Name of Surviving Corporation. The name of the Surviving Corporation from and after the Effective Date shall be **THE NATIONAL BETTER LIVING ASSOCIATION, INC.**

2.2 Articles of Incorporation. The Articles of Incorporation of National-Georgia as in effect on the date hereof shall from and after the Effective Date be, and continue to be, the Articles of Incorporation of the Surviving Corporation until changed or amended as provided by law.

2.3 By-Laws. The By-Laws of National-Georgia, as in effect immediately before the Effective Date, shall from and after the Effective Date be, and continue to be, the By-Laws of the Surviving Corporation until amended as provided therein.

3. Status of Members.

All members, if any, of National shall become as of the Effective Date, members of the Surviving Corporation as such members are defined in the Articles of Incorporation and By-Laws of Surviving Corporation.

4. Miscellaneous

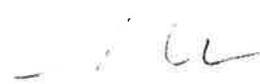
4.1. This Agreement may be terminated and the proposed Merger abandoned at any time before the Effective Date of the Merger, if the Board of Directors of National or of the National-Georgia duly adopt a resolution abandoning this Agreement of Merger.

4.2. For the convenience of the parties hereto and to facilitate the filing of this Agreement, any number of counterparts hereof may be executed; and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF, this Agreement has been executed by National and National-Georgia all on the date first above written.

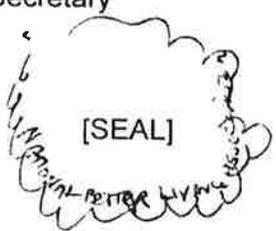
ATTEST:

**The National Better Living Association  
A Delaware Non-Stock Corporation**

  
\_\_\_\_\_  
Secretary

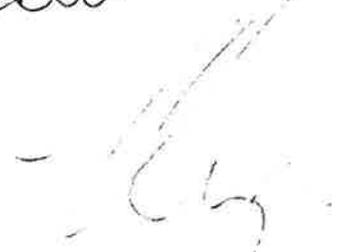
By:

  
\_\_\_\_\_  
President

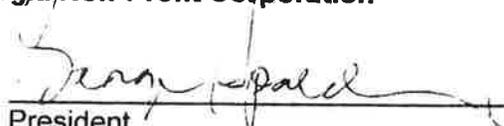
[SEAL]  


ATTEST:

**The National Better Living Association, Inc.  
A Georgia Non-Profit Corporation**

  
\_\_\_\_\_  
Secretary

By:

  
\_\_\_\_\_  
President

[SEAL]  


Last Insertion: 09/10/07      Ad #: 882076      Account #: 125797

**NOTICE OF MERGER** Notice is given that Articles of merger which will effect a merger by and between **The National Better Living Association, Inc.**, a Georgia Corporation, and **National Better Living Association, Inc.**, a Delaware Corporation has been delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The name of the surviving corporation in the merger is **The National Better Living Association, Inc.**, a corporation incorporated in the State of Georgia. The registered office of such corporation is located at 3414 Peachtree Road, Suite 1600, Atlanta, Fulton County, Georgia and its registered agent at such address is David S. Cooper.  
#882076:9/4-2pdg

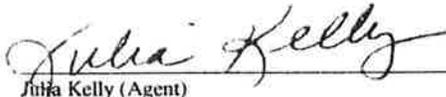
BAKER DONELSON BEARMAN CALDWELL &  
SUITE 1600, MONARCH PLAZA  
3414 PEACHTREE RD., NE  
ATLANTA, GA 30326

PUBLISHER 'S AFFIDAVIT

STATE OF GEORGIA  
COUNTY OF FULTON  
Re: 882076

Before me, the undersigned, a Notary Public, this day personally came Julia Kelly who, being duly sworn, according to law, says she is an agent of the American Lawyer Media, L.P. publishers of the Daily Report, the official newspaper published in Atlanta, Ga, in said county and state, and that the publication, of which the annexed is a true copy, was published in said newspaper as provided by law on the following dates:

09/04/2007, 09/10/2007

  
\_\_\_\_\_  
Julia Kelly (Agent)



\_\_\_\_\_  
Kawemah Mosley (Notary Public)



Subscribed and sworn to before me this 11th of September, 2007.



# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "NATIONAL BETTER LIVING ASSOCIATION", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2006, AT 4:50 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

2461349 8100

061197092



*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5323435

DATE: 01-03-07

CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF  
CCC PLUS ASSOCIATION

The undersigned corporation, in order to amend its Certificate of Incorporation, hereby certifies as follows:

FIRST: The name of the corporation is:

CCC PLUS ASSOCIATION

SECOND: The corporation hereby amends its Certificate of Incorporation as follows:

Paragraph FIRST of the Certificate of Incorporation, relating to the name of the corporation, is hereby amended to read as follows:

"FIRST: The name of the corporation is:

NATIONAL BETTER LIVING ASSOCIATION"

THIRD: The amendment effected herein was authorized by the consent in writing, setting forth the action so taken, unanimously signed by the holders of all the outstanding shares entitled to vote thereon pursuant to Sections 228 and 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, I hereunto sign my name this tenth day of June, 2002.

S/GEORGE SPALDING \_\_\_\_\_

George Spalding

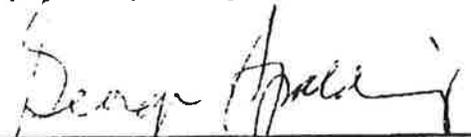
CERTIFICATE FOR  
RENEWAL AND REVIVAL OF CHARTER  
OF

CCC PLUS ASSOCIATION

CCC PLUS ASSOCIATION, a corporation organized under the laws of Delaware, the certificate of incorporation of which was filed in the office of the Secretary of State on December 15, 1994, and recorded in the office of the Recorder of Deeds for Kent County, the charter of which was voided for non-payment of taxes, now desires to procure a restoration, renewal and revival of its charter, and hereby certifies as follows:

1. The name of the corporation is: CCC PLUS ASSOCIATION
2. Its registered office in the State of Delaware is located at United Corporate Services, Inc., 15 East North Street, in the City of Dover, County of Kent, State of Delaware 19901. The name of its registered agent at that address is United Corporate Services, Inc.
3. The date when the restoration, renewal, and revival of the charter of this company is to commence is the twenty-ninth day of February, 1996, same being prior to the date of the expiration of the charter. This renewal and revival of the charter of this corporation is to be perpetual.
4. This corporation was duly organized and carried on the business authorized by its charter until the first day of March, 1996, at which time its charter became inoperative and void for non-payment of taxes and this certificate for renewal and revival is filed by authority of the duly elected directors of the corporation in accordance with the laws of the State of Delaware.

IN TESTIMONY WHEREOF, and in compliance with the provision of Section 312 of the General Corporation Law of the State of Delaware, as amended, providing for the renewal, extension and restoration of charter, George Spaulding the last acting President of CCC PLUS ASSOCIATION, has hereunto set his hand to this certificate this twenty-third day of August, 2001.

  
George Spaulding, President

CERTIFICATE OF INCORPORATION  
OF  
CCC PLUS ASSOCIATION

The undersigned, being of legal age, in order to form a corporation under and pursuant to the laws of the State of Delaware, do hereby set forth as follows:

FIRST: The name of the corporation is  
CCC PLUS ASSOCIATION

SECOND: The address of the initial registered and principal office of this corporation in this state is c/o United Corporate Services, Inc., 15 East North Street, in the City of Dover, County of Kent, State of Delaware 19901 and the name of the registered agent at said address is United Corporate Services, Inc.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the corporation laws of the State of Delaware.

FOURTH: The corporation shall be authorized to issue the following shares:

<u>Class</u>	<u>Number of Shares</u>	<u>Par Value</u>
COMMON	3,000	\$.01

FIFTH: The name and address of the incorporator are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Ray A. Barr	10 Bank Street White Plains, New York 10606

SIXTH: The following provisions are inserted for the management of the business and for the conduct of the affairs of the corporation, and for further definition, limitation and regulation of the powers of the corporation and of its directors and stockholders:

(1) The number of directors of the corporation shall be such as from time to time shall be fixed by, or in the manner provided in the by-laws. Election of directors need not be by ballot unless the by-laws so provide.

(2) The Board of Directors shall have power without the assent or vote of the stockholders:

(a) To make, alter, amend, change, add to or repeal the By-Laws of the corporation; to fix and vary the amount to be reserved for any proper purpose; to authorize and cause to be executed mortgages and liens upon all or any part of the property of the corporation; to determine the use and disposition of any surplus or net profits; and to fix the times for the declaration and payment of dividends.

(b) To determine from time to time whether, and to what times and places, and under what conditions the accounts and books of the corporation (other than the stock ledger) or any of them, shall be open to the inspection of the stockholders.

(3) The directors in their discretion may submit any contract or act for approval or ratification at any annual meeting of the stockholders or at any meeting of the stockholders called for the purpose of considering any such act or contract, and any contract or act that shall be approved or be ratified by the vote of the holders of a majority of the stock of the corporation which is represented in person or by proxy at such meeting and entitled to vote thereat (provided that a lawful quorum of stockholders be there represented in person or by proxy) shall be as valid and as binding upon the corporation and upon all the stockholders as though it had been approved or ratified by every stockholder of the corporation, whether or not the contract or act would otherwise be open to legal attack because of directors' interest, or for any other reason.

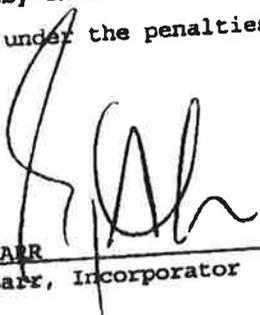
(4) In addition to the powers and authorities hereinbefore or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the corporation; subject, nevertheless, to the provisions of the statutes of Delaware, of this certificate, and to any by-laws from time to time made by the stockholders; provided, however, that no by-laws so made shall invalidate any prior act of the directors which would have been valid if such by-law had not been made.

SEVENTH: No director shall be liable to the corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, except with respect to (1) a breach of the director's duty of loyalty to the corporation or its stockholders, (2) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) liability under Section 174 of the Delaware General Corporation Law or (4) a transaction from which the director derived an improper personal benefit, it being the intention of the foregoing provision to eliminate the liability of the corporation's directors to the corporation or its stockholders to the fullest extent permitted by Section 102(b)(7) of the Delaware General Corporation Law, as amended from time to time. The corporation shall indemnify to the fullest extent permitted by Sections 102(b)(7) and 145 of the Delaware General Corporation Law, as amended from time to time, each person that such Sections grant the corporation the power to indemnify.

EIGHTH: Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware, may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of Section 279 Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths (3/4) in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

NINTH: The corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation in the manner now or hereafter prescribed by law, and all rights and powers conferred herein on stockholders, directors and officers are subject to this reserved power.

IN WITNESS WHEREOF, the undersigned hereby executes this document and affirms that the facts set forth herein are true under the penalties of perjury this fourteenth day of December, 1994.

  
RAY A. BARR  
Ray A. Barr, Incorporator

## EXHIBIT E: ASSOCIATION INFORMATION, BYLAWS, ARTICLES OF INCORPORATION

### ASSOCIATION INFORMATION

<b>Legal Name:</b>	The National Better Living Association, Inc.
<b>Principal Office Address:</b>	6470 East Johns Crossing, Suite 170, Duluth, Georgia, 30097 (Gwinnett County)
<b>Website Address:</b>	www.acinbla.com
<b>Year Established:</b>	1995
<b>Purpose/Mission:</b>	To offer and serve association members' specific needs as relates to quality of life, wellness and healthcare.
<b>Membership Classes:</b>	<u>2 Classes</u> a) Regular Member: any person so designated by the Board b) Associate Member: any person who is a member of a group classified by the Board as eligible for membership may be an Associate Member. Each person or entity having a fully paid membership in the association shall be an Associate Member for as long as such person or entity continues to hold a valid and effective membership in the association.
<b>Current Membership:</b>	3,734 of which 3,666 are NBLA Limited Medical Benefit members.
<b>Membership Benefits:</b>	Several Lifestyle and Wellness programs including enhanced wellness opportunities, personal advice and savings in non-medical services. (Exhibit A: NBLA Benefits Matrix by Membership)
<b>Satisfaction Guarantee:</b>	Full refund of membership fees is guaranteed if a member becomes dissatisfied for any reason. Refund typically processed within 10 days.

**UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS  
OF  
THE NATIONAL BETTER LIVING ASSOCIATION, INC.**

The undersigned, being all of the members of the board of directors (the "Directors") of The National Better Living Association, Inc. (the "Corporation"), pursuant to Section 14-3-821 of the Georgia Nonprofit Corporation Code, hereby adopt the following resolutions by written consent:

Adoption of Amended and Restated Articles of Incorporation and Bylaws

WHEREAS, the Directors have determined that it is in the best interest of the Corporation to amend and restate the Articles of Incorporation and Bylaws of the Corporation to revise and clarify certain governing provisions of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that the Amended and Restated Articles of Incorporation and Amended and Restated Bylaws accompanying this Consent are hereby approved and adopted as the Articles of Incorporation and Bylaws of the Corporation, effective as of the date hereof, and shall be placed in the minute book of the Corporation.

FURTHER RESOLVED, that the officers of the Corporation shall be and hereby are authorized to execute and file the Amended and Restated Articles of Incorporation with the Georgia Secretary of State.

Designation of Associate Members

WHEREAS, the Directors have determined that it is in the best interest of the Corporation to deem each person or entity having a fully paid membership in The National Better Living Association as an Associate Member of the Corporation, as permitted by the Amended and Restated Bylaws.

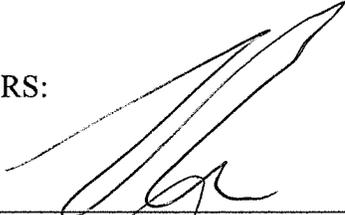
NOW, THEREFORE, BE IT RESOLVED, that each person or entity having a fully paid membership in The National Better Living Association shall be and hereby is deemed to be an Associate Member of the Corporation, for as long as such person or entity continues to hold a valid and effective membership in The National Better Living Association.

FURTHER RESOLVED, that the officers of the Corporation shall be and hereby are authorized to execute such instruments and take such actions as may be necessary or advisable to carry out the intent of the foregoing resolutions.

[SIGNATURES APPEAR ON NEXT PAGE]

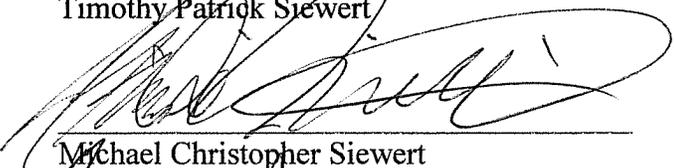
IN WITNESS WHEREOF, the undersigned have executed this Consent effective as of September 24, 2008.

DIRECTORS:



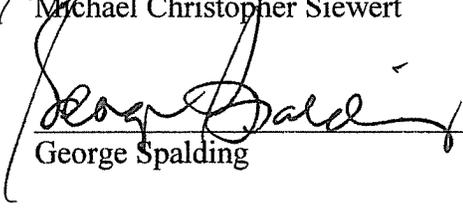
---

Timothy Patrick Siewert



---

Michael Christopher Siewert



---

George Spalding

**AMENDED AND RESTATED BYLAWS  
OF  
THE NATIONAL BETTER LIVING ASSOCIATION, INC.  
A Georgia Nonprofit Corporation**

**ARTICLE I**

*Name*

The name of the corporation is The National Better Living Association, Inc. (the “Corporation”).

**ARTICLE II**

*Offices*

The principal office of the Corporation in the State of Georgia shall be located at 6470 East Johns Crossing, Suite 170, Duluth, Gwinnett County, Georgia, 30097, or at such other place as shall be lawfully designated by the board of directors (the “Board”). The Corporation may have such other offices, either within or without the State of Georgia, as the Board may designate or as the affairs of the Corporation may require from time to time.

**ARTICLE III**

*Purposes*

The purposes of the Corporation shall be as provided in the Articles of Incorporation. The purposes of the Corporation may be carried out through any and all lawful activities, including others not specifically stated in the Articles of Incorporation but incidental to the stated purposes.

**ARTICLE IV**

*Members*

4.1. Classes of Members. The Corporation shall have two (2) classes of members (“Members”), as follows:

(a) Regular Member: any person so designated by the Board may be a Regular Member. Without limiting the generality of the foregoing, each of the following persons shall be a Regular Member: Timothy Patrick Siewert, Michael Christopher Siewert, George Spalding, David John Siewert, and Susan Spalding.

(b) Associate Member: any person who is a member of a group classified by the Board as eligible for membership may be an Associate Member.

Members shall be entitled to such rights, privileges, and benefits as may be determined by the Board from time to time. Except as otherwise required by applicable law, Members shall have the right to elect directors but shall not have the right to vote on any other matter affecting the Corporation.

4.2. Terms and Conditions of Membership. Except as otherwise provided in these Bylaws, the Board shall have authority to set the terms and conditions of membership in the Corporation, including without limitation eligibility for membership, length of membership, enrollment fees, periodic dues, termination of membership, and any other matters with respect to Members.

4.3. Dues. All Members shall pay dues in the amounts determined by the Board from time to time.

## **ARTICLE V** ***Meetings of Members***

5.1. Annual Meeting. The annual meeting of the Members shall be held on or before the fifteenth (15) day of the sixth month of each fiscal year of the Corporation, or at such other time as may be determined by the Board, for the purpose of electing directors. If the day fixed for the annual meeting is a legal holiday in the State in which the meeting is to be held, the meeting shall be held on the next succeeding business day.

5.2. Special Meetings. Special meetings of Members for any purpose, unless otherwise proscribed by statute, may be called by the President or the Board.

5.3. Place of Meeting. The Board may designate any place, either within or without the State of Georgia, as the place for any annual or special meeting. In the absence of any designation, all meetings shall be held at the principal office of the Corporation in the State of Georgia.

5.4. Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting or a meeting that is required by statute to be held for any special purpose or any annual meeting at which special action is to be taken, the purpose for which the meeting is called or the special action that is proposed to be taken, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President, the Secretary, or the persons calling the meeting, to each Member of record entitled to vote at the meeting. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his or her address as it appears in the records of the Corporation, with postage prepaid. If given personally, the notice shall be deemed to have been delivered when handed to the Member or left at his or her place of business or residence.

5.5. Quorum. Except as otherwise provided by law, the holders of ten percent (10%) of the votes entitled to be cast shall constitute a quorum at a meeting of Members. If the holders of less than ten percent (10%) of the votes entitled to be cast are present at a meeting, persons holding a majority of the votes present may adjourn the meeting from time to time without further notice. At an adjourned meeting at which a quorum is present, any business may be transacted that might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

5.6. Voting. Each Regular Member shall be entitled to one thousand (1,000) votes on each matter submitted to a vote at a meeting of Members. Each Associate Member shall be entitled to one (1) vote on each matter submitted to a vote at a meeting of Members. Unless otherwise required by the Articles of Incorporation, these Bylaws or applicable law, all questions submitted to the Members shall be decided the affirmative vote of holders of a majority of the votes entitled to be cast at a meeting at which a quorum is present.

5.7. No Proxies or Action Without Meeting. At all meetings of Members, a Member must be present in person in order to vote. No voting by proxy will be permitted, and no Member action may be taken by written consent or ballot without a meeting.

## **ARTICLE VI**

### ***Board of Directors***

6.1. General Powers. The business and affairs of the Corporation shall be managed by the Board.

6.2. Number, Election and Tenure of Directors. The Corporation shall have five (5) directors. Each principal officer (President, Secretary and Treasurer) shall be a director; the Associate Members, voting as a class, shall be entitled to elect one (1) director; and the Regular Members, voting as a class, shall be entitled to elect one (1) director. Each director of the Corporation shall serve for a one (1)-year term, or until his or her successor has been elected and qualified. Except as otherwise provided in Section 6.9, a successor director shall be elected by a majority of the Members entitled to vote for such director at the annual meeting of the Members.

6.3. Annual and Regular Meetings. An annual meeting of the Board shall be held, without notice other than these Bylaws, immediately after and at the same place as the annual meeting of Members; provided, however, that any annual meeting may be held at any other time or place specified in a notice given as provided below for special meetings, or in a consent and waiver of notice thereof signed by all directors. The Board may provide, by resolution, the time and place, either within or without the State of Georgia, for the holding of regular meetings without other notice than such resolution.

6.4. Special Meetings. Special meetings of the Board may be called by or at the request of the President or any two (2) directors. The person or persons authorized to call special meetings of the Board may fix any place, either within or without the State of Georgia, as the place for holding any special meeting of the Board.

6.5. Notice. Notice of any special meeting shall be given either by (a) written notice at least forty-eight (48) hours in advance of such meeting, delivered in person, by facsimile or by leaving such notice at the place of business or residence of each director, or by depositing such notice in the United States mail, postage prepaid, addressed to the director at his or her address as it appears on the records of the Corporation; or (b) verbally in person or by telephone at least twenty-four (24) hours in advance of such meeting. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

6.6. Quorum. A majority of the directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice. If a quorum is present when the meeting is convened, the directors present may continue to do business, taking action by a vote of a majority of a quorum as fixed above, until adjournment, notwithstanding the withdrawal of enough directors to leave less than a quorum or the refusal of any director present to vote.

6.7. 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, unless the act of a greater number is required by statute, the Articles of Incorporation or these Bylaws.

6.8. Action Without a Meeting. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by that number of directors that would be necessary to take such action at a meeting and included in the minutes filed with the corporate records. Such action shall be effective when the last director signs the consent, unless the consent specifies a different effective date.

6.9. Vacancies. Any vacancy occurring in the Board shall be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum. Any director elected to fill a vacancy shall serve until the next annual meeting of the Members. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at the next annual meeting of the Members or, if there are no Members, at a meeting of directors called for that purpose.

6.10. Compensation. Directors shall not receive any stated compensation for their services as such, but by resolution of the Board a fixed sum and expenses of attendance, if any, may be allowed for attendance at any annual, regular or special meeting. Nothing in this Section shall be construed to preclude a director from serving the Corporation in any other capacity and receiving compensation therefor.

6.11. Presumption of Assent. A director of the Corporation who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless he or she files a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or forwards such dissent by registered or certified mail or personal delivery to the Secretary of the Corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a director who voted in favor of such action.

6.12. Resignation. Any director of the Corporation may resign at any time either by oral tender of resignation at any meeting of the Board or by giving written notice to the Secretary of the Corporation. Any such resignation shall take effect upon receipt of such notice or at any later time specified therein. Unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

6.13. Removal of Directors. Any director may be removed from office for any reason whatsoever upon the affirmative vote of a majority of the members of the Board.

6.14. Participation in Meetings by Conference Telephone. Members of the Board or any committee designated thereby may participate in a meeting of the Board or committee by means of a conference telephone or similar communications equipment if all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at such meeting.

6.15. Committees. The Board, by resolution adopted by a majority of the entire Board, may designate one or more committees, each consisting of two (2) or more persons, who may or may not be directors, and may delegate to any such committee all authority of the Board that the directors may legally delegate. Each committee, and each member of any committee, shall serve at the pleasure of the Board. The designation of any such committee and the delegation thereto of authority shall not relieve any director of any responsibility imposed by law or these Bylaws. To the extent applicable, the provisions of these Bylaws relating to the conduct of meetings of the Board also shall govern meetings of committees.

## **ARTICLE VII**

### ***Officers***

7.1. Principal and Other Officers. The principal officers of the Corporation shall be elected by the Board and shall include a President, a Secretary and a Treasurer. The Board, in its discretion, also may elect such other officers as it deems necessary. Any number of offices may be held by the same person.

7.2. Election of Officers; Term of Office. The officers of the Corporation shall be elected by the Board at each annual meeting of the Board. If the election of officers is not held at such meeting, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office until his or her successor has been duly elected and qualified or until his or her death, resignation or removal in the manner provided below. If the Board fails to fill any office at the annual meeting, any vacancy in any office occurs or any office is newly created, such office may be filled at any regular or special meeting of the Board.

7.3. Delegation of Duties of Officers. The Board may delegate the duties and powers of any officer of the Corporation to any other officer or to any director for a specified period of time for any reason that the Board may deem sufficient.

7.4. Removal of Officers or Agents. Any officer or agent of the Corporation may be removed by the Board whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of any officer or agent shall not of itself create contract rights.

7.5. Resignation. Any officer may resign at any time by giving written notice of resignation to the Board, the President or the Secretary of the Corporation. Any such resignation shall take effect upon receipt of such notice or at any later time specified therein. Unless

otherwise specified in the notice, the acceptance of a resignation shall not be necessary to make the resignation effective.

7.6. Vacancies. A vacancy in any office, whether due to death, resignation, removal, disqualification or otherwise, may be filled by the Board or any committee or officer to whom authority has been delegated by these Bylaws or by resolution of the Board.

7.7. President. The President shall preside at all meetings of the Board at which he or she is present. The President shall be the chief executive officer of the Corporation and, subject to the control of the Board, shall have general supervision over the business and affairs of the Corporation. The President shall have all powers and duties usually incident to the office of president, except as specifically limited by resolution of the Board. The President shall have such other powers and perform such other duties as may be assigned from time to time by the Board.

7.8. Secretary. The Secretary shall act as secretary of all meetings of the Board at which he or she is present, shall record all the proceedings of all such meetings in a book to be kept for that purpose and shall have supervision over the care and custody of the records and seal of the Corporation. The Secretary shall be empowered to affix the corporate seal to documents, the execution of which on behalf of the Corporation under its seal is duly authorized, and when so affixed may attest the same. The Secretary shall have all powers and duties usually incident to the office of secretary, except as specifically limited by a resolution of the Board. The Secretary shall have such other powers and perform such other duties as may be assigned from time to time by the Board or the President.

7.9. Treasurer. The Treasurer shall have general supervision over the care and custody of the funds and the receipts and disbursements of the Corporation and shall cause the funds of the Corporation to be deposited in the name of the Corporation in such banks or other depositories as the Board may designate. The Treasurer shall have supervision over the care and safekeeping of the securities of the Corporation. The Treasurer shall have all powers and duties usually incident to the office of treasurer, except as specifically limited by a resolution of the Board. The Treasurer shall have such other powers and perform such other duties as may be assigned from time to time by the Board or the President.

## **ARTICLE VIII**

### ***Contracts, Checks, Deposits and Funds***

8.1. Authorization. The Board may authorize any officer or agent, in addition to the specific authorization given to the President and Secretary above, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or agent of the Corporation and in such manner as determined from time to time by resolution of the Board.

8.2. Funds. All funds of the Corporation not otherwise employed shall be deposited to the credit of the Corporation in such banks, trust companies, or other depositories as the Board

may select, or as may be designated by any officer or agent of the Corporation to whom such power may be delegated by the Board.

8.3. Acceptance of Gifts. The Board, or any officer or agent of the Corporation to whom such authority may be delegated by the Board, may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

8.4. Bond. At the direction of the directors, any officer or employee of the Corporation shall be bonded. The expense of furnishing any such bond shall be paid by the Corporation.

## ARTICLE IX

### *Liability and Indemnification of Directors and Officers*

9.1. Limited Liability of Directors. The liability of the directors of the Corporation shall be limited in accordance with the provisions of Section 14-3-830 of the Georgia Nonprofit Corporation Code and the Articles of Incorporation.

9.2. Indemnification. To the full extent permitted by applicable law and the Articles of Incorporation, the Corporation shall indemnify any person (and the heirs, executors and administrators of such person) who, by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, was or is a party or is threatened to be made a party to:

(a) any threatened, pending or completed claim, action, suit or proceeding, whether civil, criminal, administrative or investigative, including appeals (other than an action by or in the right of the Corporation), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any such claim, action, suit or proceeding; or

(b) any threatened, pending or completed claim, action or suit by or in the right of the Corporation to procure a judgment in its favor, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit.

Any such indemnification by the Corporation shall be made in the manner and to the extent authorized by applicable law and the Articles of Incorporation.

9.3. Success on Merits or Otherwise. To the extent that a person who is or was a director, officer, employee or agent of the Corporation, or of any other corporation, partnership, joint venture, trust or other enterprise with which he or she is or was serving in such capacity at the request of the Corporation, has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

9.4. Applicable Standard. Any indemnification under this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he or she has met the applicable standard of conduct. Such determination shall be made: (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; or (b) if such a quorum is not obtainable, or even if obtainable but a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.

9.5. Non-Exclusivity of Article. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which a director or officer seeking indemnification may be entitled under the Articles of Incorporation, these Bylaws, any statute, agreement, vote of members or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such person.

9.6. Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against such liability under applicable.

9.7. Definition. For purposes of this Article, references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

9.8. Intent. The intent of this Article is to permit indemnification of directors and officers of the Corporation to the fullest extent permitted by the Georgia Nonprofit Corporation Code. If the Georgia Nonprofit Corporation Code or, to the extent applicable, the Georgia Business Corporation Code is amended to authorize the further elimination or limitation of the liability of directors or officers, then the liability of a director or officer of the Corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended Georgia Nonprofit Corporation Code or Georgia Business Corporation Code, as appropriate.

9.9. Severability. The invalidity or unenforceability of any provision in this Article shall not affect the validity or enforceability of the remaining provisions of this Article.

**ARTICLE X**  
***Dissolution***

Upon dissolution of the Corporation, the Board shall, after paying or making provision for payment of all of the liabilities and obligations of the Corporation, dispose of all of the remaining assets of the Corporation by distributing those assets pro rata to the Members in accordance with their relative voting percentages.

**ARTICLE XI**  
***Amendment***

These Bylaws may be amended or repealed, and new Bylaws may be adopted, by the affirmative vote of a majority of the members of the Board, in person or by proxy, at any regular or special meeting.

**ARTICLE XII**  
***Books and Records***

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board and any committees.

**ARTICLE XIII**  
***Fiscal Year***

The fiscal year shall end on the last day of December in each year, or such other date as the Board may designate.

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MELISSA L. HULL, OF COUNSEL  
Direct Dial: 615.726.5681  
Direct Fax: 615.744.5681  
E-Mail Address: [mhull@bakerdonelson.com](mailto:mhull@bakerdonelson.com)

John Fabbrini  
President  
The National Better Living Association, Inc.  
6470 East Johns Crossing  
Suite 170  
Duluth, Georgia 30097

Re: Approval as an Association  
Arkansas Insurance Department

Dear Mr. Fabbrini:

Please find enclosed a copy of the approval letter and filing from Arkansas Insurance Department ("AID") as it relates to The National Better Living Association, Inc. ("NBLA"). The AID has approved NBLA as an association authorized to be an eligible group policyholder in the state pursuant to A.C.A. §23-86-106. The effective date is January 7, 2010.

The AID's approval for NBLA to operate as an association eligible as group policyholder remains in effect provided that NBLA maintains the following:

1. Has articles of incorporation or by-laws demonstrating that it is an association;
2. Maintains over 100 members; and
3. Has been organized and maintained in good faith in active existence for at least two years for purposes other than that of obtaining insurance or insuring members.

A.C.A. § 23-86-106(2)(A). Under this section, the AID can periodically require NBLA to provide proof that it continues to comply with the above-listed requirements. The AID may also revoke NBLA's approval status, presuming it finds a violation of A.C.A. § 23-86-106. For your convenience, I have enclosed a copy of the Arkansas statute related to associations.

January 11, 2010

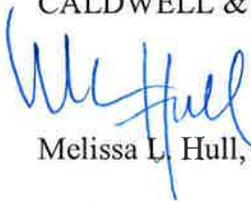
Page 2

While it is not necessarily required by statute, it may be prudent to inform the AID of any changes that would alter any of the documentation submitted by this office in December of 2009, on which the AID based its approval.

Feel free to contact me should you have any questions.

Best,

BAKER, DONELSON, BEARMAN,  
CALDWELL & BERKOWITZ, P.C.



Melissa L. Hull, Of Counsel

Enclosures

cc: Dan Siewert  
Tim Siewert  
Angus Morrison  
David Cooper

# Arkansas Insurance Department

Mike Beebe  
Governor



Jay Bradford  
Commissioner

January 7, 2010

Ms. Melissa L. Hull, Of Counsel  
Baker, Donelson, Bearman,  
Caldwell & Berkowitz, P.C.  
Baker Donelson Center  
Suite 1000  
211 Commerce Street  
Nashville, TN 37201

RE: Association Filing Request  
The National Better Living Association, Inc.

Dear Ms. Hull:

Our Department has reviewed the information which you submitted on The National Better Living Association, Inc.

We find that the association is in compliance with ACA §23-86-106. Our Department is approving the association on this date.

If we could be of further assistance in the future, please let us know.

Sincerely,

A handwritten signature in cursive script that reads "Rosalind D. Minor".

Rosalind D. Minor  
Life & Health Compliance Officer  
Life & Health Division

RDM

JAN 11 2010

**BAKER  
DONELSON**  
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& BERKOWITZ, P.C.

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December 11, 2009

Dan Honey  
Insurance Deputy Commissioner  
Life & Health Division  
1200 West Third Street  
Little Rock, Arkansas 72201

Re: Association Filing Request

Dear Mr. Honey:

On behalf of my client, The National Better Living Association, Inc., I am respectfully submitting documentation related to its status as an association in the State of Arkansas as required under Arkansas Insurance Code § 23-86-106. I would also like to provide an explanation about The National Better Living Association, Inc., including a brief history and recent changes.

### History

The National Better Living Association™ ("NBLA™")<sup>1</sup> was established in Delaware in 1994 under its original name, CCC Plus Association. The mission and purpose of NBLA has always been to help improve the quality of life of its members by developing and promoting healthy lifestyles and wellness programs, including its own chiropractic and alternative networks. Beginning in 2002, NBLA began selling association memberships and its first member is still active.

During the ensuing years, NBLA marketed and sold memberships that included various health discount wellness and lifestyle programs to its members, including chiropractic, vision, hearing, podiatry, diabetic, respiratory, dental, pharmacy, hospital, MRI/X-ray, laboratory, nursing home/home care, travel, flowers, nurse consultation, "CallMD," and hospital negotiation services.

<sup>1</sup> "National Better Living Association" and "NBLA" are trademarks of The National Better Living Association, Inc.

**APPROVED**

JAN 07 2010

**LIFE AND HEALTH**  
ARKANSAS INSURANCE DEPARTMENT

**RECEIVED**

DEC 14 2009

**LIFE AND HEALTH**  
ARKANSAS INSURANCE DEPARTMENT

In 2002, NBLA filed an Amended Certificate of Incorporation in Delaware and officially changed its name to "The National Better Living Association." In December 2006, NBLA became a non-profit association, and expanded its product membership offerings to include not only the wellness and lifestyle benefits but also expanded memberships that included various levels of limited medical insurance benefits, as well as other defined benefits such as generic pharmacy, critical illness, dental and a primary accident policy. In 2007, the Delaware non-profit association merged into The National Better Living Association, Inc., a Georgia non-profit corporation.

In addition, and because of the discrepancies in state law related to associations, NBLA has obtained a resident insurance agency license in Georgia, and non-resident agency licenses in other states, including Arkansas. NBLA does not sell insurance nor has it ever received any commissions. If you feel that this is incorrect, please let me know.

#### Recent Leadership Changes

Until November of this year, George Spalding was the President and Treasurer of NBLA and served in those capacities since 2002. As part of a recent reorganization of NBLA, Mr. Spalding resigned from those positions to be able to devote more time to the development of a proprietary chiropractic network.

As his replacement, NBLA hired John Fabbrini to assume the role of President. Mr. Fabbrini comes to NBLA after an extensive search for an innovative leader to continue NBLA's progress and goal of becoming one of the country's premier associations that promotes a wellness and healthy lifestyle for its members. Please find enclosed a copy of Mr. Fabbrini's background information.

#### Status as an Association

As mentioned, NBLA is an association operating pursuant to Georgia's not-for-profit code and also falls under the definitions found under Georgia laws related to associations. We also believe NBLA meets the requirements set forth in Arkansas Insurance Code § 23-86-106(2)(A).

NBLA's mission is two-fold: (i) educating its members about better balancing work, family and personal demands and activities; and (ii) providing, collecting and disseminating information to its members about effectively accessing and taking advantage of quality health and medical care and services. I have enclosed a copy of its Certificate of Reinstated Articles, which reflects its mission.

As of today's date, NBLA has 5,245 members.

#### Programs

NBLA offers access to health, wellness and other lifestyle programs along with access (via the group association policies) to limited medical benefits and other insurance benefits. NBLA currently offers to prospective members four basic memberships and four expanded memberships. My Wellness Plus is also sold through the My Wellness Live web site. These memberships include both the basic wellness and defined insurance benefits. NBLA continues to look for additional programs, benefits and services

that will improve the quality of life of its members. Below is a brief description of each class of current membership.

A. Basic Memberships

- 1.) Basic Wellness – Includes access to MyEWellness.com, personal fitness and wellness site for members. Basic Wellness is a 12 month membership with Expanded Memberships.
- 2.) MyWellness Plus – Includes "Basic Wellness" membership benefits plus access to and savings from discounts on the followings services offered through the Careington International Corporation DMPO Discount Programs including dental, alternative medicine, chiropractic, vision, laboratory, diagnostic imagining, prescription, and diabetes.
- 3.) Basic Silver – Includes "MyWellness Plus" membership plus access to Karis Patient Advocacy Service.
- 4.) Basic Gold – Includes "Basic Silver" membership plus access to Careington's PHCS Physician Discount.

B. Expanded Memberships

- 1.) NBLA 250 Platinum – Includes "Basic Wellness" membership benefits plus added lifestyle and wellness benefits and access to and savings from discounts on the followings services: legal services, Taxline Financial Services, stolen identity coverage, internet service provider, 1-800-Flowers, Meineke Auto Repair, roadside assistance, travel discounts, national hotel discounts, "Ask-A-Nurse" Hotline, travel assistance, and helicopter emergency rescue. Health services include: PPO/Doctor/Patient Advocacy Service (MultiPlan Practitioner Network and patient advocacy with The Karis Group) and insurance benefits (doctor visits, preventative care/wellness, daily hospital confine, intensive care unit, and inpatient/outpatient surgical), insured pharmacy, accident medical and AD&D.
- 2.) NBLA 300 Platinum – Includes "NBLA 250 Platinum" features plus added lifestyle and wellness benefits including RV motor home savings and interstate moving. Additional health benefits include: ambulance and emergency room and higher levels of coverage for doctor visits, hospitalization, ICU and surgery.
- 3.) NBLA 500 Platinum – Includes "NBLA 300 Platinum" features plus discounts on fitness clubs/equipment and other insurance benefits such as critical illness, dental and higher levels of coverage for doctor visits, hospitalization, ICU and surgery.

- 4.) NBLA 1000 Platinum – Includes "NBLA 500 Platinum" features plus access to automobile financing, discounts on vitamins/nutritional supplements, and prescription assistance and higher levels of coverage for doctor visits, hospitalization, ICU and surgery.

For your convenience, I have enclosed a color copy of the new Basic Memberships and Expanded Membership<sup>2</sup> material.

As of December 1, 2009, NBLA switched its limited benefits group carrier from AIG (via "The United States Life Insurance Company") to Cigna (via "Life Insurance Company of America"). I have enclosed copies of the new certificates of insurance. We believe – but cannot confirm – that neither company submitted information related to the requirements under Arkansas Insurance Code § 23-86-106. With the change in carriers, we have discovered this possible deficiency. As such, we are filing this information now.

#### Recent Activity

NBLA has made a lot of changes and still has more to go. NBLA is constantly pursuing new avenues of lifestyle and wellness programs for its members. In 2009, NBLA updates its membership material and its website. In 2010, NBLA plans to introduce these new benefits to its members: (i) a new wellness assessment program; (ii) a new Wellness (Based) Weight Management program; (iii) a new program for Home PC Technical Support; and (iv) a new program for dental teeth whitening. Also, NBLA plans to hold the annual membership meeting of its members in the first quarter of 2010.

We look forward to working with you and trust this material is sufficient to obtain the Arkansas Insurance Department's approval. Please feel free to call me should you need additional information or have any questions.

Best,

BAKER, DONELSON, BEARMAN,  
CALDWELL & BERKOWITZ, P.C.

  
Melissa L. Hull, Of Counsel

<sup>2</sup> Please note that I have only enclosed a copy of the NBLA 1000 Platinum materials in that these materials encompass the same programs as the NBLA 250 Platinum, NBLA 350 Platinum and NBLA 500 Platinum plans. If you would like copies of this material, please let me know.

Mr. Honey  
December 11, 2009  
Page 5

cc: John Fabbrini

Enclosures:

- 1.) John Fabbrini's Background Information
- 2.) NBLA's Certificate of Reinstated Articles
- 3.) Sample of Current NBLA Membership Materials
- 4.) Sample of Current NBLA 1000 Platinum Materials
- 5.) Certificates of Insurance

### 23-86-106. Group accident and health insurance — Definition.

Group accident and health insurance is declared to be that form of accident and health insurance covering groups of persons as defined in this section, with or without one (1) or more members of their families or one (1) or more of their dependents, or covering one (1) or more members of the families or one (1) or more dependents of the groups of persons, and issued upon the following basis:

(1)(A) Under a policy issued to an employer or trustees of a fund established by an employer, who shall be deemed the policyholder, insuring employees of the employer for the benefit of persons other than the employer.

(B) The term "employees" as used in this subdivision (1) shall be deemed to include the:

- (i) Officers, managers, and employees of the employer;
- (ii) Individual proprietor or partner, if the employer is an individual proprietor or partnership;
- (iii) Officers, managers, and employees of subsidiary or affiliated corporations; and
- (iv) Individual proprietors, partners, and employees of individuals and firms, if the business of

the employer and the individual or firm is under common control through stock ownership, contract, or otherwise.

(C) The term "employees" as used in this subdivision (1):

- (i) May include retired employees; and
- (ii) Shall include members of limited liability corporations and members of limited liability

partnerships.

(D) A policy issued to insure employees of a public body may provide that the term "employees" shall include elected or appointed officials.

(E) The policy may provide that the term "employees" shall include the trustees or their employees, or both, if their duties are principally connected with the trusteeship;

(2)(A) Under a policy issued to an association, including a labor union, when the Insurance Commissioner finds that regardless of where the association is domiciled or does business, the association has:

- (i) Articles of incorporation and bylaws;
- (ii) At least one hundred (100) members; and
- (iii) Been organized and maintained in good faith in active existence for at least two (2) years for purposes other than that of obtaining insurance or insuring members, employees, or employees of members of the association for the benefit of persons other than the association or its officers or trustees.

(B) The term "employees" as used in this subdivision (2) may include retired employees.

(C)(i) Before issuing a group accident and health insurance policy to an association, the association or its insurer on behalf of the association shall file with the commissioner proof that the association meets the requirements of subdivision (2)(A) of this section ii) The commissioner shall approve or disapprove the association as an eligible group policyholder and maintain a list of approved associations.

(ii) The commissioner shall approve or disapprove the association as an eligible group policyholder and maintain a list of approved associations.

(iii) An insurer has satisfied the requirements of subdivision (2)(A) of this section if before July 31, 2009, the insurer has:

- (a) Filed its association plan or plans with the commissioner; and
- (b) Received the commissioner's approval of its forms.

(D) The commissioner may:

(i) Require a previously approved association to provide proof that the association meets the requirements of subdivision (2)(A) of this section; and

(ii) Revoke the authority of a previously approved association to operate as an eligible group policyholder.

(E) An insurer may not issue a group accident and health insurance policy to an association in which the insurer has an affiliation, including without limitation, common:

- (i) Board members, officers, executives, or employees;
- (ii) Ownership or control of the insurer and the association; or
- (iii) Use of office space or equipment utilized by the insurer to transact the business of

insurance;

(3)(A) Under a policy issued to the trustees of a fund established by two (2) or more employers in the same or related industry or by one (1) or more labor unions or by one (1) or more employers and one (1) or more labor unions or by an association as defined in subdivision (2) of this section, who shall be deemed the policyholder, to insure employees of the employers or members of the unions or of the association, or employees of members of the association, for the benefit of persons other than the employers or the unions or the association.

(B) The term "employees" as used in this subdivision (3) may include:

(i) The officers, managers, and employees of the employer and the individual proprietor or partners, if the employer is an individual proprietor or partnership; and

(ii) Retired employees.

(C) The policy may provide that the term "employees" shall include the trustees or their employees, or both, if their duties are principally connected with such trusteeship;

(4) Under a policy issued to any person or organization to which a policy of group life insurance may be issued or delivered in this state to insure any classes of individuals that could be insured under the group life policy; and

(5) Under a policy issued to cover any other substantially similar group that, in the discretion of the commissioner, may be subject to the issuance of a group accident and health policy or contract.

SERFF Tracking Number: *ICCI-126911879* State: *Arkansas*  
 Filing Company: *American Medical and Life Insurance Company* State Tracking Number: *47699*  
 Company Tracking Number: *AML I GRP LM 2010 POL GA*  
 TOI: *H14G Group Health - Hospital Indemnity* Sub-TOI: *H14G.000 Health - Hospital Indemnity*  
 Product Name: *AML I GRP LM 2010 POL GA*  
 Project Name/Number: *AML I GRP LM 2010 POL GA /AML I GRP LM 2010 POL GA*

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

<b>Creation Date:</b>	<b>Schedule</b>	<b>Schedule Item Name</b>	<b>Replacement Creation Date</b>	<b>Attached Document(s)</b>
01/13/2011	Form	Schedule of Benefits	01/14/2011	GA AML I GRP LM 2007 SCHED 11-9-10.pdf (Superseded)
01/13/2011	Form	Amendatory Endorsement	01/14/2011	AR GRP LM 2007 AE AR - mandates 12-11-09.pdf (Superseded)

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

**GROUP ACCIDENT AND SICKNESS FIXED INDEMNITY 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. Plan Type: [Employer/Association-Paid – Employer/Association Contributions 1 - 100 %] [Voluntary]

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

5. Benefits:

<b>[ Accident Medical Benefit</b>	
Accident Medical Benefit Deductible	[\$250] per Policy Year per Covered Person
Accident Medical Benefit	100%
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 Family]
[Hospital Intensive Care Unit Confinement Benefit	[\$600] per day of confinement
Maximum Benefit Period	Up to [15] days per Policy Year per Family]

[Surgery with Anesthesia Benefit	
Maximum Benefit per Surgery	See Surgical Fee Schedule
Maximum Benefit	[\$3,500]] per Policy Year per Family]
Anesthesia Benefit	[25] % of surgical benefit.]
<b>[ Skilled Nursing Facility Benefit</b>	
Skilled Nursing Facility Benefit	[\$200] per day of confinement
Maximum Benefit	Up to [60] days per Policy Year per Family]
<b>[ Hospital Admission Benefit</b>	
Hospital Admission Benefit	[\$250 - \$2,000] per admission
Maximum Benefit	[\$2,000 – 10,000 in \$1,000 increments] per Policy Year per Family]
<b>[ Doctor’s Office Visit Benefits</b>	
Doctor’s Office Benefit	[\$50] per visit
Maximum Benefit	[3] visits per Policy Year per Covered Person]
<b>[ Preventive Care Test Benefit</b>	
Preventive Care Test Benefit	[\$50] per Test
Maximum Benefit	[1] Tests per Policy Year per Covered Person]
<b>[ Urgent Care/Emergency Room Benefit</b>	
Urgent Care/Emergency Room Benefit	[\$50] per Visit
Maximum Benefit	[3] Visits per Policy Year per Covered Person]
<b>[ Diagnostic Tests, X-ray and Laboratory Benefit</b>	
Diagnostic Test Benefit	[\$100] per day
Maximum Benefit	[3] Tests per Policy Year per Covered Person]
<b>[ Prescription Benefit</b>	
Prescription Benefit	[\$20] per prescription
Maximum Benefit	[2] prescriptions per month per Covered Person]
<b>[ Ambulance Benefit</b>	
Ambulance Benefit	[\$100] per covered sickness/accident per Covered Person
Maximum Number of Benefits	[3] per Policy Year per Family.]
<b>[ Mental Health Benefit</b>	
Mental Health Inpatient Benefit	[\$50] per day
Mental Health Inpatient Maximum Benefit	[30] days per Covered Person per Policy Year
Mental Health Outpatient Benefit	[\$50] per treatment
Mental Health Outpatient Maximum Benefit	[15] days per Covered Person per Policy Year ]
<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 Family
Inpatient Rehabilitation Maximum Benefit	30 Days per Policy Year per Family]
<b>[ Accidental Death [and Dismemberment Benefit]</b>	

Accidental Death Benefit	\$[5,000]	
[Dismemberment Benefit	\$[5,000 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]

**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>	<b>[\$5,000]</b>
<b>[Riders]</b>	

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

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

**ARKANSAS AMENDATORY ENDORSEMENT**

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

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

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

Coverage for the Named Insured's newborn children:

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

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

For each newborn child, the Named Insured must:

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

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

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

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

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

Coverage Continuation for Handicapped Children

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

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

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

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

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

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

**Coverage for Anesthesia and Hospitalization for Dental Procedures**

This benefit includes anesthesia and hospital services performed in connection with dental procedures in a hospital if: (1) the physician treating the Covered Person certifies that because of the Covered Person's age

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

C. [Under **LIMITATIONS AND EXCLUSIONS, Additional Limitations and Exclusions**, the following changes are hereby made:

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

D. [Under **HOW TO FILE A CLAIM/CLAIM PROVISIONS, Time of Payment of Claim** is deleted and replaced with the following:

**Time of Payment of Claim**

We will pay, deny or settle all benefits due for clean claims within 30 calendar days after receipt of proof of loss submitted electronically or within 45 days by any other method.

If the resolution of a claim requires additional information, We will, within 30 calendar days after receipt of the claim, give You a full explanation of what additional information is needed. If You and the Provider have provided all such additional information necessary to resolve the claim, the claim shall be paid, denied, or settled within 30 calendar days after receipt.

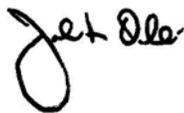
If We fail to pay, settle or deny a clean claim or take other required actions within 30 or 45 calendar days (excluding the time waiting for additional information), We will pay interest at the rate of 12% annually on the amount ultimately allowed on the claim, accruing from the date payment was due.

For the purpose of this provision, the following definition has been added:

"Clean Claim" means a claim that is submitted on a HCFA 1500 or on a UB92, in a format required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or on the Plan's standard claim form with all required fields completed in accordance with the Plan's published claim filing requirements. A Clean Claim does not include a claim (1) for payment of expenses incurred during a period of time for which premiums are delinquent, or (2) for which the Plan needs additional information in order to resolve one or more outstanding issues.

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