

SERFF Tracking Number: CMLX-G127003177 State: Arkansas  
Filing Company: Companion Life Insurance Company State Tracking Number: 47793  
Company Tracking Number: AR001490100001  
TOI: H21 Health - Other Sub-TOI: H21.000 Health - Other  
Product Name: HOAS01OT11  
Project Name/Number: HOAS01OT11/AR001490100001

## Filing at a Glance

Company: Companion Life Insurance Company

Product Name: HOAS01OT11

SERFF Tr Num: CMLX-  
G127003177

State: Arkansas

TOI: H21 Health - Other

SERFF Status: Closed-Approved-  
Closed

State Tr Num: 47793

Sub-TOI: H21.000 Health - Other

Co Tr Num: AR001490100001

State Status: Approved-Closed

Filing Type: Form

Author: SPI CompanionLife

Reviewer(s): Rosalind Minor

Date Submitted: 01/26/2011

Disposition Date: 02/14/2011

Disposition Status: Approved-  
Closed

Implementation Date Requested: 01/26/2011

Implementation Date:

State Filing Description:

## General Information

Project Name: HOAS01OT11

Status of Filing in Domicile: Not Filed

Project Number: AR001490100001

Date Approved in Domicile:

Requested Filing Mode: Informational

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Large

Group Market Type: Association

Overall Rate Impact:

Filing Status Changed: 02/14/2011

State Status Changed: 02/14/2011

Deemer Date:

Created By: SPI CompanionLife

Submitted By: SPI CompanionLife

Corresponding Filing Tracking Number:

PPACA: Not PPACA-Related

PPACA Notes: null

Filing Description:

Companion Life Insurance Company hereby submits the required information for the National Congress of Employers Association (NCE) to be approved as an acceptable association in your state. This association will be offering various insurance products which we have approved in your state.

## Company and Contact

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**Filing Contact Information**

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

**Filing Company Information**

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

**Filing Fees**

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Companion Life Insurance Company	\$50.00	01/26/2011	44099876

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	02/14/2011	02/14/2011
Disapproved	Rosalind Minor	02/03/2011	02/03/2011

### Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Companion Life Brochure	SPI CompanionLife	02/11/2011	02/11/2011

SERFF Tracking Number: CMLX-G127003177 State: Arkansas  
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## Disposition

Disposition Date: 02/14/2011

Implementation Date:

Status: Approved-Closed

HHS Status: HHS Approved

State Review: Reviewed-No Actuary

Comment: The filing was re-opened in order for you to attach additional information.

With the additional information, I am approving this submission effective on this date.

Rate data does NOT apply to filing.

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<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification	Approved-Closed	Yes
<b>Supporting Document</b>	Application	Approved-Closed	Yes
<b>Supporting Document</b>	Health - Actuarial Justification	Approved-Closed	Yes
<b>Supporting Document</b>	Outline of Coverage	Approved-Closed	Yes
<b>Supporting Document</b>	PPACA Uniform Compliance Summary	Approved-Closed	Yes
<b>Supporting Document</b>	Constitution and By-Laws	Approved-Closed	Yes
<b>Supporting Document</b>	NCE Plan Information	Approved-Closed	Yes
<b>Supporting Document</b>	DOI Letter	Approved-Closed	Yes
<b>Supporting Document</b>	Brochure - Part 1 of 2	Approved-Closed	Yes
<b>Supporting Document</b>	Brochure - Part 2 of 2	Approved-Closed	Yes
<b>Supporting Document</b>	Companion Life Brochure	Approved-Closed	Yes

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## Disposition

Disposition Date: 02/03/2011

Implementation Date:

Status: Disapproved

HHS Status: HHS Denied

State Review: Reviewed-No Actuary

Comment:

After reviewing the information on the association along with the copies of the brochures, it is determined that the association was formed for the purpose of discounts on health care services. The association does not qualify as a group under our group laws.

The purpose of the association group is too general and non-specific to qualify as a true group. Further, there is no common interest other than paying a small fee.

Discount plans or cards are regulated by our Attorney General's office. Please review ACA 4-106-201 et al.

Thank you for your understanding in this matter.

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<b>Supporting Document</b>	Constitution and By-Laws	Approved-Closed	Yes
<b>Supporting Document</b>	NCE Plan Information	Approved-Closed	Yes
<b>Supporting Document</b>	DOI Letter	Approved-Closed	Yes
<b>Supporting Document</b>	Brochure - Part 1 of 2	Approved-Closed	Yes
<b>Supporting Document</b>	Brochure - Part 2 of 2	Approved-Closed	Yes
<b>Supporting Document</b>	Companion Life Brochure	Approved-Closed	Yes

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**Amendment Letter**

Submitted Date: 02/11/2011

**Comments:**

Attached is a brochure which describes the limited benefit health plan which is underwritten by Companion Life Insurance Company.

Please let us know if you need any additional information.

**Changed Items:**

**Supporting Document Schedule Item Changes:**

**User Added -Name: Companion Life Brochure**

Comment:

AmWins Companion brochure approved 2-9-2011.PDF

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State: Arkansas  
State Tracking Number: 47793  
Sub-TOI: H21.000 Health - Other

## Supporting Document Schedules

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b>	Flesch Certification	Approved-Closed	02/14/2011
<b>Bypass Reason:</b>	Not applicable		
<b>Comments:</b>			
<b>Bypassed - Item:</b>	Application	Approved-Closed	02/14/2011
<b>Bypass Reason:</b>	Not applicable		
<b>Comments:</b>			
<b>Bypassed - Item:</b>	Health - Actuarial Justification	Approved-Closed	02/14/2011
<b>Bypass Reason:</b>	Not applicable		
<b>Comments:</b>			
<b>Bypassed - Item:</b>	Outline of Coverage	Approved-Closed	02/14/2011
<b>Bypass Reason:</b>	Not applicable		
<b>Comments:</b>			
<b>Bypassed - Item:</b>	PPACA Uniform Compliance Summary	Approved-Closed	02/14/2011
<b>Bypass Reason:</b>	Not applicable		
<b>Comments:</b>			

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**Item Status:** Approved-Closed  
**Status Date:** 02/14/2011  
**Satisfied - Item:** Constitution and By-Laws  
**Comments:**  
**Attachment:**  
 Constitution and By-Laws of NCE.PDF

**Item Status:** Approved-Closed  
**Status Date:** 02/14/2011  
**Satisfied - Item:** NCE Plan Information  
**Comments:**  
**Attachment:**  
 NCE Plan Filing Information.PDF

**Item Status:** Approved-Closed  
**Status Date:** 02/14/2011  
**Satisfied - Item:** DOI Letter  
**Comments:**  
**Attachment:**  
 Arkansas DOI Letter 10-16-09.PDF

**Item Status:** Approved-Closed  
**Status Date:** 02/14/2011  
**Satisfied - Item:** Brochure - Part 1 of 2  
**Comments:**  
**Attachment:**  
 Brochure - Part 1 of 2.PDF

**Item Status:** Approved-Closed  
**Status Date:** 02/14/2011  
**Satisfied - Item:** Brochure - Part 2 of 2  
**Comments:**  
**Attachment:**

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Project Name/Number: HOAS01OT11/AR001490100001  
Brochure - Part 2 of 2.PDF

	<b>Item Status:</b>	<b>Status</b>
<b>Satisfied - Item:</b> Companion Life Brochure	Approved-Closed	<b>Date:</b> 02/14/2011
<b>Comments:</b>		
<b>Attachment:</b>		
AmWins Companion brochure approved 2-9-2011.PDF		

MINUTES OF THE INITIAL MEETING OF DIRECTORS OF  
THE NATIONAL CONGRESS OF EMPLOYEES  
A New York UnIncorporated Non-Profit Association

The Board of Directors of NATIONAL CONGRESS OF EMPLOYEES.  
had its first meeting on Friday the 14<sup>th</sup> day of June, 1996, at Zio's  
Restaurant, on 3<sup>rd</sup> Avenue, Brooklyn, NY. At 1:30 p.m.

Directors Present were:  
Hon. George F. Sabatella  
Hon. Robert J. DiCarlo  
Mike DiFilippo  
Christopher Sabatella  
Anthony Caretti  
Matthew D. Saronson  
Joseph Blunno

Quorum: Met 7 out of 7

On motion and by unanimous vote, George F. Sabatella was  
elected Executive Director, who then presided over the meeting, and  
Christopher Sabatella was elected temporary Secretary, who then  
acted as Secretary.

On motion and by unanimous vote, the following directors were  
elected to serve on the Board and to replace the temporary directors:  
Christopher G. Sabatella, Michael DiFilippo, Joseph Blunno, Anthony  
Caretti, Matthew D. Saronson.

The President presented to the meeting the written Waiver of  
Notice and Consent to Holding the Initial Meeting of the Board of  
Directors, signed by the Directors of the Association, and instructed  
the Secretary to make it a part of the record of the meeting and to  
insert it into the Minutes immediately preceding these Minutes.

The Board considered the adoption of Bylaws for the Association,  
and a proposed set of Bylaws was submitted, read and discussed. The

Board determined that no Bylaws have yet been adopted for regulation of the Association's affairs, and that it was in the Association's best interests that the Bylaws presented to the meeting be adopted as the Bylaws of the Association. On motion, the following resolutions were unanimously adopted:

RESOLVED, that the Bylaws presented to this meeting be adopted as the Bylaws of this Association;

RESOLVED FURTHER, that the Secretary is authorized and directed to execute a certificate of adoption of these Bylaws, to insert them, as certified, into the Association's Minute Book, and to see that a copy, similarly certified, is kept at the Association's principal office for the transaction of its business, as required by law.

The Board then proceeded to elect officers for the Association, and the following persons were elected to the offices indicated next to their names:

**PRESIDENT:** George F. Sabatella

**SECRETARY:** Chris Sabatella

**TREASURER:** Joseph Blunno

The elected officers who were present accepted their offices, and the President then presided at the meeting as President and the Secretary acted as Secretary.

The President informed the Board that the accounting year should be fixed for the Association. After discussion and on motion, the following resolution was adopted:

RESOLVED, that the first accounting year of the Association is fixed from June 15, 1996 to the next succeeding December 31, 1996, and thereafter the accounting year of the Association shall end on December 31 of each year.

The President informed the Board that it would be necessary to select a depository for the Association's funds. He reported that an SS-4 form has been filed with the Internal Revenue Service, applying for an employer identification number for the Association. On motion, the following resolutions were adopted:

RESOLVED, that the Association's funds shall be deposited with Pioneer Savings Bank, Brooklyn, New York;

RESOLVED FURTHER, that any officer of this Association is authorized to endorse checks, drafts, or other evidences of indebtedness made payable to the Association, but only for the purpose of deposit;

RESOLVED FURTHER, that all checks, drafts and other instruments obligating the Association to pay money, including instruments payable to officers or other persons authorized to sign them, shall be signed on the Association's behalf by the Treasurer, Secretary, or the President.

The Treasurer presented to the meeting a standard form of resolution for an account with the above-named bank completed to show the type of account and persons authorized to draw on this account. On motion, the following resolution was adopted:

RESOLVED that the standard form of resolution required by Pioneer Savings Bank for opening a business account was presented to this meeting, showing the persons authorized to draw on this account, and is adopted as the resolution of the Board of Directors, and the Secretary is directed to make it a part of the Minute of this meeting.

**BUSINESS:**

Robert DiCarlo stated that he had thoroughly researched the issue of licensing and the formation of a Political Action Committee. DiCarlo indicated that it may not be necessary to go to the expense and burden of filing for the formation of the PAC, so long as one of the Directors was a licensed lobbyist with the Federal and NYS governments. He also stated that he would investigate the options for filing for a PAC for the Association in the various jurisdictions. Discussion also centered on the need to employ file federally versus locally and which was best suited to further the interests of the Association's membership.

On motion made by George Sabatella and seconded by Mike DiFilippo and passed by unanimous vote it was decided that subject be tabled until a report on the pros and cons of federal versus state filing could be made.

Discussion, then centered on the need of the Association to set dues for the operating expenses of the Association as well as an amount necessary to cover various upcoming local election.

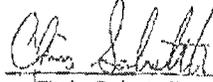
On motion made by Matt Saranson and seconded by Chris Sabatella and passed by unanimous vote it was determined that the monthly dues of the Association will start at \$10.00 per

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member month with lons share allocated to operating expenses until offices can be obtained and set up. After that initial expense a minimum of 25% of all dues and contributions shall be allocated to a reserve account and used solely for the purposes advocacy.

There being no further business to come before the meeting, on motion the meeting was adjourned.

Respectfully Submitted

  
Chris Sabatella Secretary

Approved by  [signature]  
George F. Sabatella, Executive Director



LEE BRUNHO  
Notary Public, State of New York  
No. 14-01 B1 4750025  
Qualified in Kings County  
Commission Expires March 30, 18 97

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "THE NATIONAL CONGRESS OF EMPLOYEES INC.", CHANGING ITS NAME FROM "THE NATIONAL CONGRESS OF EMPLOYEES INC." TO " NATIONAL CONGRESS OF EMPLOYERS, INC.", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF APRIL, A.D. 2009, AT 12:07 O'CLOCK P.M.

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

4128625 8100

090364586



You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 7249269

DATE: 04-16-09

RESTATED CERTIFICATE OF INCORPORATION  
OF  
THE NATIONAL CONGRESS OF EMPLOYEES, INC.

---

It is hereby certified that:

1. The present name of the Corporation (hereinafter called the "Corporation") is The National Congress of Employees, Inc., which is the name under which the Corporation was originally incorporated; and the date of filing the original Certificate of Incorporation of the Corporation with the Secretary of State of the State of Delaware is March 20, 2006.
2. The Certificate of Incorporation of the Corporation is hereby amended by striking out Articles I, III, VI and VII thereof and by substituting in lieu thereof new Articles which are set forth in the Restated Certificate of Incorporation hereinafter provided for.
3. The Certificate of Incorporation of the Corporation is hereby amended by striking out Articles IV and V in their entirety.
4. The provisions of the Certificate of Incorporation of the Corporation as heretofore amended and/or supplemented, and as herein amended, are hereby restated and integrated into the single instrument which is hereinafter set forth, and which is entitled "Restated Certificate of Incorporation of National Congress of Employers, Inc."
5. The Corporation has not received any payment for any of its stock.
6. The amendments and the restatement herein certified have been duly adopted by at least a majority of the directors who have been elected and qualified in the manner and by the vote prescribed by Section 241 and Section 245 of the General Corporation Law of the State of Delaware.
7. The Certificate of Incorporation of the Corporation, as amended and restated herein, shall at the effective time of this Restated Certificate of Incorporation, read as follows:

"RESTATED CERTIFICATE OF INCORPORATION  
of  
NATIONAL CONGRESS OF EMPLOYERS, INC.

---

**ARTICLE I**

The name of the Corporation is National Congress of Employers, Inc.

**ARTICLE II**

The name and address information of the registered agent and registered office of the Corporation in the State of Delaware is:

National Registered Agents, Inc.  
160 Greentree Drive, Suite 101  
Dover, Delaware 19904  
in the county of Kent

**ARTICLE III**

The mission of the Corporation is as follows:

- (1) To impact public policy at the state and federal level and be a key business resource for small, independent businesses in America.
- (2) To render public services as non-partisan, non-profit, and non-stock organization.
- (3) To develop acquaintance and fellowship, undertake projects, and act upon matters of common interest and welfare to the members of the organization.
- (4) To instill, foster, encourage, and promote among members of the organization the importance of adhering to the highest ethical standards of their respective professions.
- (5) To establish facilities and provide a forum for the interchange of ideas, opinions, technical know-how and experiences among members of the organization and other national

and international organizations. The Corporation shall be a non-profit corporation.

#### ARTICLE IV

The Corporation shall not have any capital stock and the conditions of membership are as stated in the bylaws.

#### ARTICLE V

The name and mailing address of the incorporator of the Corporation is as follows:

Christopher G. Sabatella  
3809 Ocean View Ave.  
Brooklyn, New York 11224

**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 14<sup>th</sup> day of April, 2009.

  
\_\_\_\_\_  
Christopher G. Sabatella"

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 10:16 AM 03/20/2006  
FILED 10:16 AM 03/20/2006  
SRV 060263431 - 4128625 FILE

**STATE of DELAWARE**  
**CERTIFICATE of INCORPORATION**  
**The National Congress of Employees Inc.**  
**A NON-STOCK CORPORATION**

**ARTICLE I**

The name of the Corporation is The National Congress of Employees Inc.

**ARTICLE II**

The name and address information of the Registered Agent and Registered Office of the Corporation in the State of Delaware is:

National Registered Agents, Inc.  
160 Greentree Drive, Suite 101  
Dover, Delaware 19904  
In the county of Kent

**ARTICLE III**

The purpose for which the corporation is formed is: The mission of the Association is to advocate on behalf of members, individually and collectively at the state and federal level and be a key business resource for small, independent business in America. To render public services as non-partisan, non-profit, organization. To develop acquaintance and fellowship, undertake projects, and act upon matters of common interest and welfare to the members of the association; To instill, foster, encourage, and promote among members of the association the importance of adhering to the highest ethical standards of their respective professions; To establish facilities and provide forum for the interchange of ideas, opinions, technical know-how, networking and experiences among members of the association and other national and international organizations. Further, said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

#### ARTICLE IV

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Third hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

#### ARTICLE V

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

#### ARTICLE VI

The corporation shall not have any capital stock, and the conditions of membership shall be as follows: The conditions of the membership are as stated in the bylaws.

#### ARTICLE VII

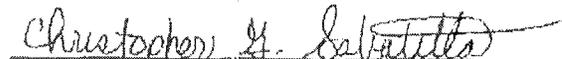
The name and mailing address of the incorporator of the Corporation is as follows:

Christopher G. Sabatella  
3809 Ocean View Ave.  
Brooklyn, New York 11224

**ARTICLE VIII**

I, The Undersigned, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand

this 27th day of February, A.D. 2006.

  
Christopher G. Sabatella, Incorporator

CONSTITUTION AND BY-LAWS OF  
OF  
NATIONAL CONGRESS OF EMPLOYERS, INC.

ARTICLE I  
NAME & OFFICE

Section 1 - Name

The name of the association shall be the National Congress of Employers, Inc., hereinafter referred to as "NCE" or the "Association". NCE is a corporation incorporated in the State of Delaware with its principal place of business in the District of Columbia. NCE's By-Laws shall be governed and interpreted by the laws of the State of New York.

Section 2 - Office

The principal offices of the Association shall be located at 1101 Pennsylvania Avenue, Washington, D.C. and additional Chapter offices in New York and any other location the Board deems appropriate.

Section 3 - Registered Agent

The registered agent of the Association is National Registered Agent, Inc. located at 160 Greentree Drive, Suite 101, County of Kent, Dover, Delaware, 19904.

ARTICLE II  
SEAL

Section 1 - Seal

The Association shall have a common seal consisting of a design to be determined by vote of the Board of Directors. The seal shall contain the name of the organization in a semi-circular fashion and the year of formal organization, 2006, surrounding or overwritten on an acceptable symbol embodying the purpose of the organization.

ARTICLE III  
PURPOSE

Section 1 - Purpose

The purpose of NCE is to establish facilities and provide a forum for the exchange of ideas, opinions, technical know how and experiences among NCE's members as well as other national and international organizations and to engage in any other lawful purpose.

**ARTICLE IV**  
**MEMBERSHIP**

**Section 1 - Qualifications**

NCE is a private, fraternal organization which neither seeks nor accepts public or corporate funding in any form. Membership is reserved for those individuals that embody the purposes and ideals of the NCE as defined by the Board of Directors. NCE, through its Board of Directors, shall not deny membership to any protected class of people set forth in Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Civil Rights Act of 1991, including, but not limited to, on the basis of race, religion, national origin, sexual orientation and/or gender or for any protected class of people as identified by the New York State Human Rights Laws or the Human Rights Laws of any other jurisdiction which NCE does business in.

**Section 2 - Classification of Members**

Membership into this organization shall be classified as follows:

1. Charter Members - These shall include the names of founding members: Hon. George F. Sabatella, Hon. Robert DiCarlo, Christopher G. Sabatella, Matthew D. Saronson, Andrea Ceretti and Michael DiFilippo.

2. Active Members - These shall include individuals operating sole proprietorships and other like situated individuals duly enrolled and in good standing, having been approved for full membership by the Board of Directors or their duly authorized delegated Membership Committee.

3. Associate Members - These shall include individuals that are members of the Association, but do not enjoy voting rights, cannot hold the position of committee chairman, nor have access to the other emollients of Full Membership.

4. Supporting Members - These shall include individuals who are conferred membership as such by the Board of Directors with rights as specified thereupon.

**Section 3 - Rights and Privileges**

1. Charter Member - They shall be entitled to all the privileges and services offered by the association and shall serve as permanent members of the Board of Directors.

2. Active Member - They shall be entitled to all the privileges and services offered by the Association. Each member may vote and be voted upon for office in the Association.

3. Associate Member - They shall include individuals that are members of the

Association, but do not enjoy voting rights, cannot head committee chairmanships nor have access to the other emollients of full membership.

4. Other Privileges - Other membership privileges include participation in various activities, programs and publications of the Association as may be designated from time to time by the Board of Directors.

#### **Section 4 - Fees and Dues**

1. The Board of Directors may at any meeting of the Board adjust the membership dues applicable to the classes of members enumerated in these By-Laws without amending the By-Laws. Provided, however, that any dues increase which exceeds the cumulative increase of the Composite Consumer Price Index since the last dues increase must be confirmed by a supermajority of the Board of Directors. A supermajority shall be defined as 75% or more of the then sitting Board of Directors. Dues shall be payable in advance of the month due.

2. The Board of Directors shall determine the charges for all other fees associated with the meetings, publications, or other services provided by the Association.

3. Monthly membership dues will include fees for general membership meetings and publications.

#### **Section 5 - Admission and Effectiveness of Membership**

1. Applications for membership shall be made in writing. Applications shall be processed by the membership committee. The applicant will be advised of action taken on their application.

2. Effectiveness of membership shall start from the payment of entrance fees and membership dues of the applicant and after submission of other requirements that may be imposed by the membership committee and/or Board of Directors.

3. Fees shall be paid within thirty (30) days after official approval of application for membership.

#### **Section 6 - Members in Good Standing**

In order to be a member in good standing, a member shall have paid all dues and assessments within thirty (30) days after the same shall have become due and payable.

#### **Section 7 - Liability of Members**

Members who have not fully paid their annual dues and other obligations to the

Association shall be liable for any indebtedness of the Association to the extent of their unpaid accounts.

### **Section 8 - Termination of Membership**

Any member may be separated from membership for any of the following causes:

1. Any member who shall have defaulted in the payment of dues and assessments for two (2) successive months shall be automatically suspended after dues notices had been given and will forfeit all rights and privileges in the Association; provided, however, that any member so suspended may be reinstated to full standing upon payment of all dues in arrears and upon the approval of the majority of the Board of Directors.

2. Any other cause or causes detrimental to the Association upon which, after due notice, investigation and hearing, the Board of Directors votes in favor of termination.

## **ARTICLE V** **MEETINGS**

### **Section 1 - Annual Meetings**

The annual general membership meeting, for the purpose of election of the Board of Directors, shall be held on the third Friday of December of each year at the principal office of the Association or at any place in the State of New York or District of Columbia to be decided on by the Board of Directors.

The order of business shall be as follows:

- Reading of the Minutes and of the last Annual General Membership Meeting and approval thereof;
- Report of the Treasurer;
- Report of the President;
- General Annual Elections of the Board of Directors;
- Unfinished business;
- New and other business;
- Report of the election committee and announcement of the results of the election.

### **Section 2 - Special Meeting**

Special meetings of the Association may be called anytime by the Executive Director or by a majority of the Board of Directors whenever either shall deem it necessary.

### **Section 3 - Notice of Meetings**

The notice of the annual meetings or special meetings must be provided to all members in writing at least one (1) week before the meeting, either by letter, fax or electronic mail.

### **Section 4 - Quorum**

A simple majority (50% + 1) of the Active members in good standing, including proxies, shall constitute a quorum for the election of the Directors or for the transaction of any other business except in those cases where the By-Laws require the affirmative vote of a greater proportion.

The final list of candidates, arranged alphabetically, will be circulated to all voting members not later than fifteen (15) days before the election. The list shall not indicate the number of nominations received by each candidate.

In the event that the number of candidates equal or would be less than the number of elective positions, the nomination shall be declared re-opened by the Election Committee on the floor during election day.

### **Section 5 - Voting of Members**

Founding and Active Members in good standing (Voting Members) may vote at all meetings. Each Voting Member is entitled to one vote that may be cast either in person or with approval of the Board of Directors via telephonic participation. In voting for members of the Board of Directors, each Voting Member shall vote a maximum of nine (9) different candidates. If any voting member cannot attend the election, he may submit a written proxy to the committee on election before the election, which shall be used for quorum purposes only.

### **Section 6 - Certification**

Prior to the elections, the Committee on Elections shall certify that the candidates are qualified and have been nominated in accordance with the Constitution and By-Laws of the NCE.

### **Section 7 - Election of Directors**

The election of Directors shall be by secret ballot. Action on all other matters shall be by "aye" or "nay" vote or by other means as the majority present may decide.

### **Section 8 - Manner in Deciding Tie**

Should there be a tie in the election for a Director, the same shall be decided by a flip of a coin by the candidates with an equal number of votes.

**Section 9 - Campaign**

Any candidate for election may campaign for his candidacy by sending personalized letters bearing only the name and address of the sender and not the official letterhead of the Association. Any other form of campaigning is disallowed and considered a violation of election rules. However, on the election floor, candidates may distribute personal business cards.

**Section 10 - Violation of Rules**

Any willful violation of election rules by any member of the Association shall disqualify them from running for office and/or voting during the election and will subject them to disciplinary action.

**ARTICLE VII**  
**BOARD OF DIRECTORS**

**Section 1 - Number and Term of Office**

The management of the affairs of the Association shall be vested in the Board of Directors consisting of no fewer than four (4) and no greater than nine (9) members who shall be elected bi-annually by the voting members of the Association.

**Section 2 - Quorum**

The Directors shall act only as a Board. No individual Director shall have the power to act on behalf of the Board. An attendance of a quorum of Directors is necessary at all meetings for the transaction of any business and every decision of majority of those present shall be valid as an Association act. A Quorum shall consist of a simply majority of Directors (50% + 1).

**Section 3 - Regular Meetings**

The Board of Directors shall hold regular meetings every second Wednesday of the month at the office of the Association or at any date and place to be designated by the Board.

**Section 4 - Special Meetings**

Special meetings of the Board of Directors may be called by the Executive Director or at the written request of the majority of the Directors. Notice of special meetings shall be given at least one (1) week before the date of the meeting. Notice of such meetings shall be deemed waived if all members of the Board are present.

## Section 5 - Powers

The Board of Directors shall exercise the following powers and such other powers as may be provided for by the laws of the State of New York:

1. To promulgate such rules and regulations not inconsistent with these By-Laws;
2. to manage the affairs of the Association within the context of the By-Laws and Articles of Incorporation;
3. To purchase or acquire or sell or dispose of assets for the Association on such terms and conditions as it shall be deemed proper;
4. To employ and fix the compensation of the administrative officer, employees and other officers of the Association;
5. To act on all matters as may be designated by the Association as a whole;
6. To alter, merge or subdivide the Association as the Board sees fit and to best serve the interests of the membership;
7. To perform any and all tasks necessary to further the interests of the Association, limited only by these By-Laws and the laws of the State of New York;
8. To enter into partnership agreements or strategic alliances with like intended Associations or groups;
9. Approves an annual budget and financial audit;
10. Approves the time and place for the annual meetings of the members and the Board of Directors and all business meetings of the Board.
11. Hire and dismiss staff as it deems necessary;
12. Approves all committees and organizational appointments;
13. Fills vacancies on the Board of Directors;
14. Serves as the primary strategic planning unit for the Association;
15. Establishes organizational policies and develops strategies and allocates resources to implement same; and

16. Allow telephonic meetings with a speaker system in place that allows all callers on the call to be heard and to be able to speak to all others present on the telephone call.

**Section 6 - Resignation**

Any Director or officer may resign his office in writing. Such resignation should take effect upon approval and clearance by the Board.

**Section 7 - Vacancy**

In the event of any vacancy in the Board of Directors by reason of resignation, termination, death, inability to discharge responsibilities, or for any other reason acceptable to the Board, said vacancy shall, with the approval of the remaining Board of Directors be filled by the surviving spouse of the Director, for the remainder of that Director's term of office. Subsequent vacancies shall likewise be filled in the same manner.

If the vacancy is in the ranks of principal officers of the Board, it shall be filled by election from among the members of the Board during the next regular or special meeting held for the propose.

**ARTICLE VIII**  
**OFFICERS**

**Section 1 - Principal Officers**

Within the next fifteen (15) days after the election, as provided for in Article V, Section 1, the members of the Board of Directors shall elect from among themselves the Executive Director, President, Secretary and Treasurer.

**Section 2 - Subordinate Officers**

The Board, in its discretion, may create those new, subordinate offices they deem necessary. The subordinate officers shall be members of the Association, shall be appointed by the Board of Directors. The subordinate officers may be employed by the Board of Directors who shall determine the compensation of all subordinate officers.

**Section 3 - Compensation of Officers**

The President, Executive Director, Secretary, Treasurer and members of the Board of Directors shall receive no compensation. Salaries and compensation of other officers shall be fixed by the Board of Directors, provided that no member of the Association shall be appointed or elected to any position carrying with it compensation.

**ARTICLE IX**  
**DUTIES OF OFFICERS**

**Section 1 - Powers and Duties of the Executive Director**

The Executive Director shall be the Chief Executive Officer of the Association and, as such, shall exercise all the powers and discharge all such duties regularly or continually inherent in his office under the law, and such others as may be required by resolutions of the Board of Directors and of the Association.

**Section 2 - Powers and Duties of the President**

The President shall act as Deputy Executive officer and shall exercise and discharge all the powers and the duties of the President in case of the disability or absence of a Deputy Executive Officer. The President shall have direction of the following standing committees:

1. Membership Committee
2. Political Action Committee
3. Member Benefit Committee
4. Education Committee
5. Legal Committee
6. Charitable Works Committee
7. Other committees and functions as may be assigned to him.

Each committee shall be headed by a Chairperson.

**Section 3 - Powers and Duties of the Secretary**

The Secretary, who must be a member of the NCE, shall be the custodian of all corporate records and other minutes of all meetings of the Association and of the Board of Directors. He shall issue notices of meetings and prepare the Order of Business thereof. He shall keep in safe custody the seal of the Association and when authorized by the Board of Directors, shall affix such seal to any instrument requiring the same. The seal so affixed shall be attested by him. He shall perform such other duties as may be delegated to him by the Executive Director or the Board of Directors or as may be required of him.

**Section 4 - Powers and Duties of Treasurer**

The Treasurer shall be the finance officer of the Association and as such shall be the custodian of all funds and properties of the Association. He shall have charge of all the books of accounts of the Association. He shall be responsible for the collection of all the fees and dues from members. He shall make an annual financial report to the Association and such other reports as the Board of Directors may require.

**ARTICLE X**  
**COMMITTEES**

**Section 1 - Standing Committees**

There shall be three major standing committees governed by a fourth, governed by the Executive Committee, namely:

1. Membership Committee
2. Political Action Committee
3. Member Benefit Committee

All standing committees shall submit their master program for the fiscal year to the Board not later than the second regular Board meeting.

**Section 2 - Executive Committee**

It shall be composed of the Executive Director, the President, the Secretary, the Treasurer and the Chairman of each of the three standing committees.

The committee shall be responsible for the preparation of the annual budget for submission to the Board of Directors not later than the second regular meeting of the Board. It shall also formulate policies and procedures in furtherance of the objectives of the Association for submission to the Board, and direct the governance and running of the standing committees. It shall also perform such other duties as may be delegated by the Board of Directors.

**ARTICLE XI**  
**GENERAL PROVISIONS**

**Section 1 - Fiscal Year**

The fiscal year shall begin on January 1 and end on December 31 of the same year.

**Section 2 - Budget**

The Board of Directors shall approve the annual budget of the Association within fifteen (15) days after receipt of the recommended budget from the Executive Committee. The approved budget shall be the appropriate measure of the Association. No expenditures in excess of the budget shall be authorized without the prior approval of the Board of Directors.

**Section 3 - Signatories**

All disbursements of funds of the Association shall be made by checks. Checks shall be signed by the Executive Director and countersigned by the President. The Board of Directors may authorize any officer or officers to sign in place of the duly authorized signatories.

**ARTICLE XII**  
**AMENDMENTS**

**Section 1 - Amendments**

A two-thirds majority of the members of the Board of Directors may amend or repeal these By-Laws or adopt new By-Laws.

**ARTICLE XIII**  
**TRANSITORY PROVISIONS**

**Section 1 - Regular Members**

All Charter, Active Associate and supporting members of the Association in good standing as of the approval of these amended By-Laws are ipso facto members of the Association, together with any other members approved by the Board.

**ARTICLE XIV**  
**ASSOCIATION RELATIONSHIPS**

**Section 1 - Affiliation With Other Professional Organizations**

All members shall be encouraged to maintain active membership in local, national and international organizations. The Association may seek affiliation with like intended organizations as determined by the Board of Directors.

**ARTICLE XV**  
**LIQUIDATION**

**Section 1 - Dissolution**

In the event of the liquidation and dissolution of the NCE, any properties, funds or monies, securities or other assets remaining in the treasury of, or to the account of, or otherwise belonging to, the NCE shall be disposed of as follows:

1. All liabilities and obligations of the NCE shall be paid and discharged, or adequate provision shall be made therefor.

2. Assets held by the NCE subject to legally valid requirements for their return, transfer or conveyance, upon dissolution and liquidation, shall be returned, transferred or conveyed in accordance with such requirements.

3. All remaining assets held by the NCE shall be transferred or conveyed, without obligation, to another association or foundation selected by the Board of Directors in office at the point dissolution as decided upon.

## **National Congress of Employers (NCE)**

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

The National Congress of Employers, 1101 Pennsylvania Avenue, 6<sup>th</sup> Floor,  
Washington, DC 20004

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

Yes, Delaware

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

No current office in AR

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

The Vice Chairman of our Board of Directors, former Commissioner of the Arkansas Insurance Department Mike Pickens lives and has private offices in Arkansas.

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

The association charges monthly membership dues in the amount of \$10 per member per month.

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

The N.C.E.'s principal purpose is political advocacy.

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

Please see attached.

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

Membership is open to anyone that wishes to support and further the principles and goals of the association and adhere to our by-laws.

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

Members accessing insured benefits are recruited by agents duly licensed in the prospective member's state of residence. All information employed in recruiting membership is collected in compliance with all relevant federal and state law.

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

Articles of Incorporation and By Laws are attached.

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

This information has been provided to the department on numerous occasions both for prior carrier approval and in our request for confirmation of our compliance with Arkansas Code Annotated § 23-86-106(2)(A). We have attached a copy of the letter we received from Deputy Commissioner Honey attesting to our compliance. If the department requires resubmission of this information we will be happy to supply it.

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

This information has been provided to the department on numerous occasions both for prior carrier approval and in our request for confirmation of our compliance with Arkansas Code Annotated § 23-86-106(2)(A). We have attached a copy of the letter we received from Deputy Commissioner Honey attesting to our compliance. If the department requires resubmission of this information we will be happy to supply it.

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

The association receives no compensation of any kind from any insurer or other vendor providing benefits to its membership. All of the association's revenue is derived from member dues.

# Arkansas Insurance Department

Mike Beebe  
Governor



Jay Bradford  
Commissioner

October 16, 2009

Mr. Derek Wooley  
Taplin & Associates  
Regions Financial Tower  
1555 Palm Beach Lakes Blvd., Suite 1510  
West Palm Beach, FL 33401

Re: National Congress of Employers (NCE)

Dear Mr. Wooley,

Thank you for your recent letter seeking acknowledgment by our Department that National Congress of Employers is a fully compliant Association under Arkansas state law and regulation. We have concluded that National Congress of Employers is a valid Association allowed to do business in the state of Arkansas pursuant to A.C.A. §23-86-106(2)(A).

We trust that this letter is responsive to your inquiry. If you have questions or need anything further in this regard please let me know.

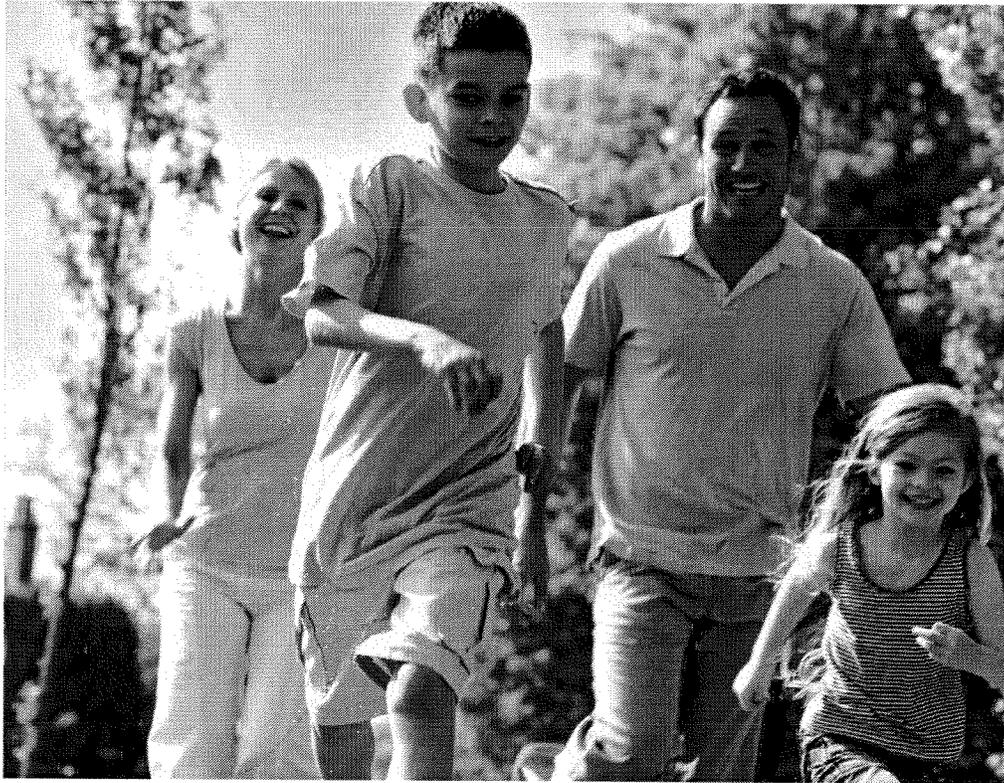
Sincerely yours,

A handwritten signature in cursive script that reads "Daniel W. Honey".

Daniel W. Honey  
Deputy Commissioner

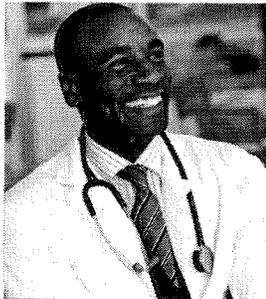


# Health Discount Program Member Handbook



OHAHBB091

**OptumHealth**<sup>SM</sup>  
Allies



## Welcome to OptumHealth Allies

Your partner for health care savings

Congratulations on joining OptumHealth<sup>SM</sup> Allies, the easy way to cut your family's health care bills by 10 to 50 percent or even more. We've negotiated discounts from a network of more than 500,000 provider locations so that you don't have to pay full price for the care you need. As a member, you'll enjoy these benefits:

- Savings for you and your family
- On-the-spot savings – no claim forms to send in
- Unlimited savings – use your card again and again
- A network of health care providers and facilities of all types
- Plus, visit our Marketplace for discounts on thousands of everyday health and wellness items.

**Your savings are guaranteed!** If you use our Web or call center to select a provider and do not get at least the minimum discount advertised on the Web site, we'll refund the difference.\* For details, refer to the Member Agreement in this handbook.

*\*Does not apply to hospitals or pharmacies.*

Questions? Our friendly Customer Care agents are at your service Monday-Friday, 7 am- 8 pm Central.



**Disclosure:** The OptumHealth<sup>SM</sup> Allies discount plan is administered by HealthAllies<sup>®</sup>, Inc., a discount medical plan organization. **The OptumHealth Allies discount plan is NOT insurance.** The OptumHealth Allies discount plan provides discounts at certain health care providers for medical services. The OptumHealth Allies discount plan does not make payments directly to the providers of medical services. The OptumHealth Allies discount plan member is obligated to pay for all health care services but will receive a discount from those health care providers who have contracted with the discount plan organization. HealthAllies, Inc., is located at P.O. Box 10340, Glendale, CA, 91209, 1-888-886-1796.

*Easy to Use, Easy to Save*



#### Getting Started

1. On the Web site, click "New Members, Create Your Account."
2. Follow the instructions, inputting the membership number from your Member ID card.
3. Be sure to make a note of your username and password. You will use this to log in on future visits.

#### Using the Discount Program

1. Locate participating providers by choosing a category, specialty and ZIP code. Click a name to see more information.
2. Click "Select Provider" to get a discount confirmation that you can take with you to your appointment. Be sure to mention OptumHealth Allies when you call to make an appointment.
3. Simply show your card at the provider's office and pay the discounted rate.

#### Frequently Asked Questions

##### *Why do I need a discount confirmation?*

It's your savings guarantee! You are under no obligation to visit the provider you select, but if you do make an appointment, the confirmation helps ensure you pay the discounted rate.

##### *Can I use it with insurance?*

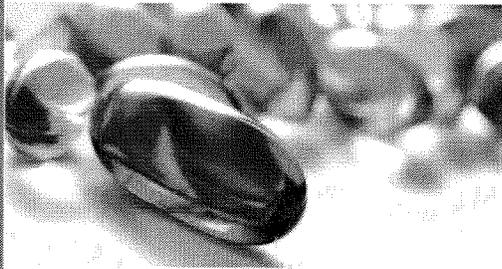
While you can't use the discount card to save on any service covered in whole or in part by insurance, you can use it to save on services that are not covered by your plan or that are above your plan limits. You can also use it if your co-pay or deductible is higher than the OptumHealth Allies price.

For more questions and answers, visit our Web site.

***Para asistencia en español, marque el número telefónico impreso en su tarjeta de membresía.***

(rev. 10/09)

**Customer Care Center  
Toll Free: 1-888-886-1796  
[www.nce.optumhealthallies.com](http://www.nce.optumhealthallies.com)**



## Pharmacy

Enjoy average savings of 20% on commonly prescribed generic and name brand drugs at approximately 60,000 leading drugstores and supermarkets. To find a drug store near you, log onto the Web site or call Customer Care.

Sometimes drug stores price popular drugs at below-discount rates. You are guaranteed always to receive the lowest price available at that store on that day. Simply show your member ID card at a participating pharmacy to get the discounted rate.

To save an average of 50% off retail prices, use the mail order pharmacy for recurring prescriptions. Download a mail order form from our Web site and follow the ordering instructions. Or, call Customer Care and ask for the CVS Caremark FastStart service. Please have your credit card, medicine, and doctor's information available when calling FastStart.

**Specialty Pharmacy:** If you use specialty injectable or oral medications for a chronic condition, please call Customer Care for more information.

**Note:** The Minimum Discount Guarantee does not apply to pharmacies.

**Disclosure: This is not insurance. Discounts are only available at participating pharmacies. By using this card, you agree to pay the entire prescription cost less any applicable discount.** Savings may vary by drug and by pharmacy. Savings are based on actual 2009 drug purchases for all drug discount card programs administered by CVS Caremark. The program administrator may obtain fees or rebates from manufacturers and/or pharmacies based on your prescription drug purchases. These fees or rebates may be retained by the program administrator or shared with you and/or your pharmacy. Prescription claims through this program will not be eligible for reimbursement through Medicaid, Medicare or any other government program.

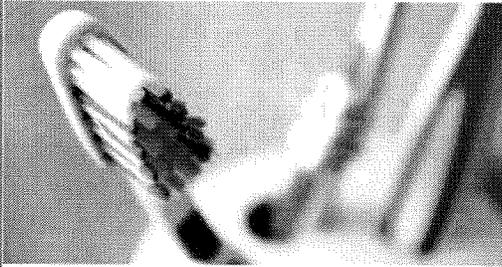
(revised 2/10)

Use your card at 60,000 drugstores nationwide, including:

- Albertson's
- Costco
- CVS
- Dominick's
- DuaneReade
- EckerDrugs
- HEB
- K-Mart
- Kroger
- Long's
- Marsh
- Meijer
- Osco
- Publix
- Raley's Drug Centers
- Rite-Aid
- Safeway
- Sam's Club
- Shoprite
- Target
- Walgreen's
- Wal-Mart
- Winn-Dixie

Call Customer Care for more locations.

**Customer Care Center**  
**Toll Free: 1-888-886-1796**  
**[www.nce.optumhealthallies.com](http://www.nce.optumhealthallies.com)**



## Dental

Save 10-35% on your dental care needs at more than 66,000 dental care locations nationwide. Save on these dental care services:

General Dentistry	Routine and preventive care, including cleanings, X-rays, and fillings
Pediatric Dentistry	Dental care just for children
Orthodontics	Treatment to correct the bite or improve the appearance of the teeth
Periodontics	Treatment of the gums and soft tissue
Endodontics	Root canal and other services to treat injuries, infections and diseases that affect the center of the tooth
Prosthodontics	Replacement of missing teeth and related mouth and jaw structures with bridges, implants and other artificial devices
Oral and Maxillofacial Surgery	Surgical treatment to repair injuries and deformations that affect the face, mouth, teeth and gums
Cosmetic Dentistry	Veneers, bonding, and other procedures to give you the smile you always wanted

To get your discount:

- Locate a participating provider by logging onto the OptumHealth Allies Web site or calling Customer Care.
- Get a discount confirmation, then call to make an appointment.
- Show your OptumHealth Allies member ID card and discount confirmation for BIG SAVINGS!

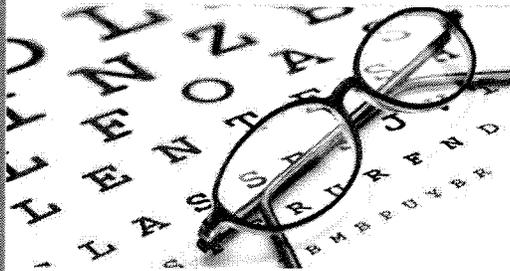
### Sample Savings\*

Product/Service	Typical Price	Member Price	You Save	Typical Discount
Child Fluoride Treatment	\$26	\$19	\$7	27%
Bitewing X-rays	\$51	\$30	\$21	41%
Adult In-depth Cleaning	\$79	\$48	\$31	39%

*\*Examples only. Actual costs and savings may vary by provider, geographic area and service received. Prices are subject to change without notice.*

(rev. 7/09)

**Customer Care Center**  
**Toll Free: 1-888-886-1796**  
[www.nce.optumhealthallies.com](http://www.nce.optumhealthallies.com)



## Vision

Our vision network offers savings on eye exams, glasses, contact lenses and even laser vision correction. You can save at more than 15,000 vision care locations and more than 550 laser vision correction locations.

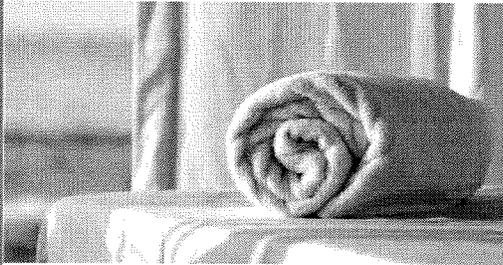
Enjoy these vision care savings:

- Eye examinations: Pay no more than \$40 each for an annual eye exam for you, your spouse and your dependents (an average savings of \$22).
- Eyeglass lenses (single-vision, bifocal, trifocal, lenticular): 20% discount
- Frames: 20% discount
- Patient options (tints, scratch resistant coatings, UV protection): 20-40% discount
- Mail order contacts: 15% off
- Laser vision correction: 15% off standard pricing and 5% off promotional offers (available from all network providers). Or, choose fixed pricing ranging from \$695 to \$1,895 per eye (available only from LasikPlus centers).

To get your discount:

- Locate a participating eye doctor by logging on to the OptumHealth Allies Web site or calling Customer Care.
- Get a discount confirmation, then call to make an appointment.
- For LASIK, call the Laser Vision Network of America (LVNA) Customer Service Department at 1-866-293-9117 to get a discount certificate. LVNA will mail or email a certificate to you. You must have a discount certificate to guarantee that you will receive at least the discounted rate.
- Show your OptumHealth Allies member ID card and discount confirmation or certificate for BIG SAVINGS!
- To order contacts by mail: Log onto the Web site and follow the instructions. Or, call Vision Direct at 1-800-847-4663 and mention discount code OPTUM08.

**Customer Care Center**  
**Toll Free: 1-888-886-1796**  
**[www.nce.optumhealthallies.com](http://www.nce.optumhealthallies.com)**



## Alternative Care

Alternative and complementary treatments have become popular with millions of individuals suffering from pain and stress. Enjoy savings of 20% on these popular forms of alternative care from participating network providers:

- **Acupuncture/Acupressure:** The use of needles or pressure on specific points of the body to help relieve pain and restore health.
- **Chiropractic:** Manipulation of the spine and other joints to reduce pain and restore and maintain health.
- **Massage Therapy:** The application of pressure, tension, motion or vibration to the body to help increase physical and mental health.
- **Naturopathy:** A holistic approach to assisting the body's innate ability to recover through physical, dietary and emotional therapies.

### Sample Savings\*

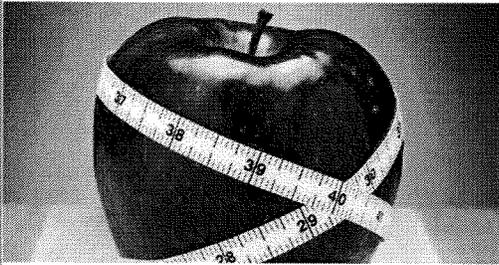
Service	Typical Price	Member Price	You Save	Typical Discount
Chiropractic Office Visit	\$60	\$48	\$12	20%
Massage Therapy	\$70	\$56	\$14	20%

\*Examples only. Actual costs and savings may vary by provider, geographic area and service received. Prices are subject to change without notice.

### To get your discount:

- Locate a participating alternative care provider by logging on to the OptumHealth Allies Web site or calling Customer Care.
- Get a discount confirmation, then call to make an appointment.
- Show your OptumHealth Allies member ID card and discount confirmation for BIG SAVINGS!

**Customer Care Center**  
**Toll Free: 1-888-886-1796**  
**[www.nce.optumhealthallies.com](http://www.nce.optumhealthallies.com)**



## Wellness

Be healthy and save money, with discounted rates on a wide range of wellness-related services and products. Here are just a few:

### Fitness Clubs\*:

- Save on membership fees at more than 8,700 clubs in the GlobalFit network, including Curves and select Ladies Workout Express, Gold's Gym and World Gym locations.
- Save 50% on enrollment fees and 10% on monthly fees at Anytime Fitness clubs.
- Get \$30 off the lifetime membership fee and 5% off monthly fees for classes at MyGym children's fitness centers.

To find locations near you, log onto the OptumHealth Allies Web site or call Customer Care.

\*Savings on fitness club fees available to new members only.

### Weight Management:

- Jenny Craig®: Get a free one-month trial and discounts of 20-50% on ongoing programs. Log onto the OptumHealth Allies Web site to print a discount coupon and find participating locations. Or, call 1-800-Jenny20.
- NutriSystem®: Get \$30 off on a 28-day supply of food (an average savings of 10%). Go to [www.nutrisystem.com/health](http://www.nutrisystem.com/health), or call 1-800-318-3905.

Other programs are also available. Log onto the OptumHealth Allies Web site or call Customer Care for information.

### Nutrition:

Learn to eat right – and save 20% – with personal nutrition counseling. To find practitioners near you, log onto the OptumHealth Allies Web site or call Customer Care.

### Additional Savings

Discounts are available on many types of wellness-related products, programs and services, including:

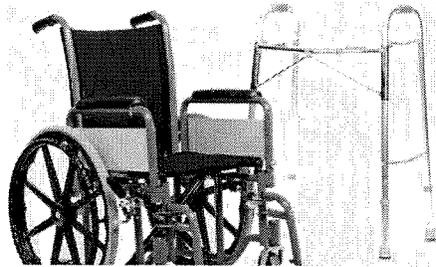
- Active Apparel
- Books and Other Media
- Fitness Clubs and Activities
- Fitness Equipment
- Natural Products
- Nutrition and Food
- Personal Development
- Relaxation Resources
- Smoking Cessation
- Vitamins and Supplements
- Weight Management

For more information, log onto the OptumHealth Allies Web site or call Customer Care.

**Customer Care Center**

**Toll Free: 1-888-886-1796**

**[www.nce.optumhealthallies.com](http://www.nce.optumhealthallies.com)**



## Long-Term Care Services

Get the care you need for yourself, your spouse, your dependents and even your parents, grandparents and in-laws at typical savings of 5-30%. Save on these long-term care services\*:

Home health care, homemaker services, respite care, hospice care, adult day care	5-30%
Skilled nursing homes	5-15%
Assisted living facilities	5%
Medical supplies and equipment	10-25%

### To get your discount:

- Locate a participating provider or facility by logging on to the OptumHealth Allies Web site or calling Customer Care.
- Get a discount confirmation, then call to make an appointment.
- Show your OptumHealth Allies member ID card and discount confirmation for BIG SAVINGS!

\*Savings on Long-Term Care Services are not available to continuing patients.

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*"I saved \$1,200 on RN home visits. What a huge help!"*

*-Member, Albany, NY*

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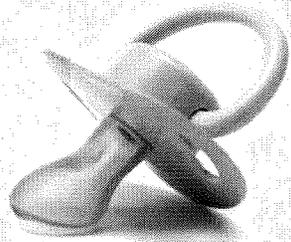
### Medical Supplies and Durable Medical Equipment

Save on everything from diabetes supplies to wheelchairs to aids for daily living. To purchase home medical supplies and equipment, log onto the OptumHealth Allies Web site. Or, contact the partners listed below directly. Be sure to use your discount code when ordering.

- ActiveForever offers products that help make life more comfortable and productive for those with pain or disabilities. To order a catalog, call 1-800-377-8033. Use discount code HAF to get your 10% discount.
- CareGifters offers safety products, wheel chairs, diabetic supplies, Aids to Daily Living and more at a 15-25% discount. Call 1-800-897-8611 and use discount code HA20percent to get your discount.

(Revised 4/09)

**Customer Care Center**  
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**[www.nce.optumhealthallies.com](http://www.nce.optumhealthallies.com)**



## Infertility Treatment

Members trying to conceive can save 12-33% on reproductive care from physicians and facilities in the ParentSteps® network. ParentSteps offers patients these advantages:

- Infertility Centers of Excellence facilities: The ParentSteps provider network is comprised of centers that focus on high pregnancy rates and low triplet rates.
- Specialized clinical consultants: Trained nurses specializing in infertility are available to provide guidance and education on causes of infertility, treatment alternatives, risks of multiples and other patient questions.
- Medical treatment discount: Members enjoy average savings of 12-33% on the fertility treatments shown below.
- Pharmacy discount: Members save 10-15% on fertility medications from a leading manufacturer and distributor.

### Sample Savings\*

Type of Treatment	Typical Price	Member Price	You Save	Typical Discount
Fresh IVF Cycle	\$9,400	\$5,600	\$2,800	33%
Frozen IVF Cycle	\$3,500	\$2,660	\$840	24%
Super Ovulation Cycle	\$1,340	\$1,050	\$290	22%

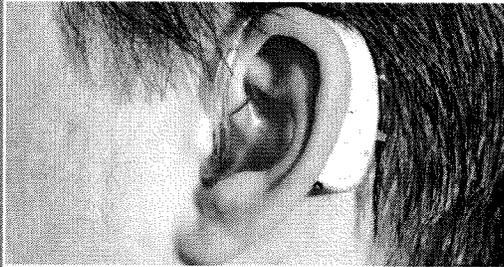
*\*Examples only. Actual costs and savings may vary by provider, geographic area and service received. Prices are subject to change without notice*

### To get your discount:

- Preview ParentSteps providers by selecting the Infertility Treatment category on the OptumHealth Allies Web site.
- Click on a provider's name to link to the ParentSteps site.
- Register with ParentSteps.
- Select a provider. After a consultation, your selected provider will assign a course of treatment online.
- Pay the infertility cycle fee to ParentSteps. ParentSteps will then notify the provider that you can begin treatment.
- Receive infertility treatment.
- At the conclusion of treatment, ParentSteps will forward your payment to the provider. This helps ensure you pay only the discounted rate.

(revised 10/09)

**Customer Care Center**  
**Toll Free: 1-888-886-1796**  
**[www.nce.optumhealthallies.com](http://www.nce.optumhealthallies.com)**



## Hearing Care

OptumHealth Allies members can save on hearing aids and ancillary products from more than 4,000 hearing centers nationwide, including independent audiologists, hearing aid dispensers, universities and hospitals.

Members save 20-60% on hearing devices from all the large manufacturers. Additional free or discount services may be available, including:

- Testing and diagnostics
- Cleanings and adjustments
- Audiometric screenings
- Batteries

### Sample Savings\*

Manufacturer/Product	MSRP	Member Price	You Save	Typical Discount
Oticon Epeq XW Power	\$4,260	\$2,599	\$1,661	39%
Widex DIVA	\$5,200	\$3,640	\$1,560	30%
Phonak UNA SP	\$1,550	\$929	\$ 620	40%

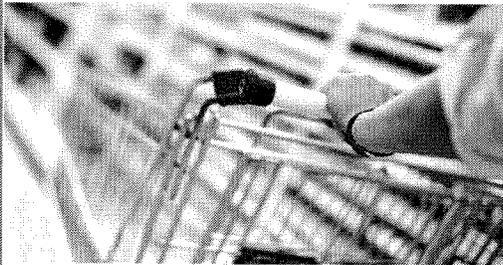
\*Examples only. Actual costs and savings may vary by provider, geographic area and service received. Prices are subject to change without notice.

### To get your discount:

- Locate a participating provider by logging on to the OptumHealth Allies Web site or calling Customer Care.
- Follow the online instructions to confirm your discount. The process may vary, depending on the provider you choose.
- Make an appointment.
- Show your OptumHealth Allies member ID card for BIG SAVINGS!

(rev. 1/10)

**Customer Care Center**  
**Toll Free: 1-888-886-1796**  
**[www.nce.optumhealthallies.com](http://www.nce.optumhealthallies.com)**



## Marketplace

Our online Marketplace offers special discounts from more than three dozen leading health and wellness retailers. Enjoy the convenience of 24-hour shopping and home delivery while saving on all this and more:

- Fitness apparel and equipment from Champion Apparel, Danskin, NordicTrack and others
- Beauty supplies and skin care
- Weight loss programs from Jenny Craig, NutriSystem and others
- Aromatherapy, spas, and other relaxation products and services
- Eyeglasses and contact lenses
- Nutrition and natural foods
- Books and other media from McGraw-Hill Professional and others
- Life management programs
- "Stop smoking" programs
- Vitamins and supplements

To get your discount, follow the onscreen instructions on the Marketplace Partner Information page.

- For some online shopping partners, you will need to input a discount code.
- For others, your discount is automatically applied at checkout.

Be sure to sign up for our monthly e-newsletter to find out about special offers for OptumHealth Allies members only.

**Customer Care Center**  
**Toll Free: 1-888-886-1796**  
**[www.nce.optumhealthallies.com](http://www.nce.optumhealthallies.com)**

## Health Discount Program Member Agreement

The terms and conditions in this Member Agreement and Member handbook constitute the entire agreement between you and OptumHealth<sup>SM</sup> Allies. The use of the discount services discussed here is conditioned upon your compliance with the terms and conditions stated below.

### Membership Information

Group: NCE  
Membership Fee for the Health Discount Program: n/a  
Application Fee: n/a Introductory Fee: n/a  
Effective date: Refer to your welcome letter  
Customer Care 1-888-886-1796  
Monday - Friday, 7 a.m. to 8 p.m., Central  
www.nce.optumhealthallies.com

### Term and Cancellation

The OptumHealth Allies Discount Program is administered by HealthAllies<sup>®</sup>, Inc., a discount medical plan organization located at P.O. Box 10340, Glendale, CA, 91209, 1-877-426-2559. OptumHealth Allies is NOT insurance. OptumHealth Allies provides discounts at certain health care providers for medical services. OptumHealth Allies does not make payments directly to the providers of medical services. The program member is obligated to pay for all health care services but will receive a discount from those health care providers who have contracted with the discount plan organization. The program and its administrators have no liability for providing or guaranteeing service or the quality of service rendered.

Your enrollment in the program will renew on a monthly basis as long as you continue to pay the monthly fee, or until it is cancelled by you or by OptumHealth Allies. If you pay for OptumHealth Allies yourself (that is, your membership is not paid for by an employer or other sponsoring organization), you may cancel at any time. However, since your membership is included with other association benefits, you may need to cancel the entire program to cancel OptumHealth Allies. (Contact the association for details.) If you cancel within 30 days of the effective date (within 30 days of receipt of membership materials for residents of CO, IN, MO, MT, OH, OK, ND, SC, SD and WA), you will receive a full refund. (The application fee, if applicable, is not refundable except in AR, CO, MD, and TN.) If you cancel

on the 31st day or later after the effective date or, where applicable, after delivery of materials, you will not receive a refund. However, you will be able to use the discount program until the monthly anniversary date of your effective date. OptumHealth Allies will cease collecting membership fees in a reasonable amount of time, but no later than 30 days after receiving a valid cancellation notice. If OptumHealth Allies cancels your membership for any reason other than nonpayment of fees, OptumHealth Allies shall make a pro rata reimbursement of all periodic charges to you. Notice of termination will be sent to you by mail. To cancel, call the Customer Care phone number on your membership ID card. If you enrolled in OptumHealth Allies through an employer or other sponsoring organization, please contact the sponsoring organization to request cancellation.

### Membership Benefits

You, your spouse and your dependent children are entitled to use the discount program to access discounts on specified services from participating providers and facilities. The Handbook describes the discount services available to you. For more detail, visit the Web site or call Customer Care. Some specialties may not be available in all areas.

To add additional family members, call Customer Care or visit the My Account section of the Web site.

### Application of Discount/Minimum Discount Guarantee

OptumHealth Allies guarantees that for each service listed on the Web site, you will save at least the minimum discount percentage advertised as long as you follow the discount confirmation procedure outlined on the Web site or through the Customer Care Center. If you follow the discount confirmation procedure and do not receive at least the minimum discount to which you are entitled, contact Customer Care. OptumHealth Allies will refund the difference between what you paid and what you should have paid, had the minimum discount been applied.

Typical savings examples shown in the Handbook and Web site are examples only. Fees for Services vary by region, provider and service rendered. Prices subject to change without notice.

## Health Discount Program Member Agreement

The Minimum Discount Guarantee does not apply to hospital or pharmacy discounts, if included in the program.

### **Disclaimer of Professional Liability**

OptumHealth Allies is not engaged in the practice of medicine. Participating health care professionals are solely responsible for all services provided to consumers, and the traditional relationship between practitioner and patient shall in no way be affected or interfered with by OptumHealth Allies or any terms of this Agreement. OptumHealth Allies does not endorse, recommend or guarantee the health care professionals listed on the Web site and makes no representations or warranties about the type of services, quality of care, source of payment or billing practices of such practitioners. Information available through the discount program is not intended to constitute offers to sell or solicitations in connection with any health care professional or product. Information presented is general in nature and is not meant to replace the advice of health care professionals.

You assume all risk associated with the use of the discount program and that any decisions made about a health care professional or obtaining care are exclusively your responsibility. Although OptumHealth Allies makes due efforts to confirm that our participating health care professionals are credentialed, we cannot guarantee the credentials of any participating health care professional.

Every effort has been made to ensure that only actively participating providers are listed on the Web site. We strongly recommend that you confirm that a provider is currently participating before you receive any services from that provider.

Members must pay the provider directly at the time of service unless otherwise agreed upon between provider and member.

### **Privacy Policy**

OptumHealth Allies is committed to protecting your privacy. We will ask you only for information necessary for you to use the program successfully, including but not limited to name, gender, date of birth, spouse and/or dependent data, address and contact information. OptumHealth Allies

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may disclose the personal information we collect about you only to our affiliates and selected vendors or business partners who perform administrative services on our behalf, for the proper management and administration of OptumHealth Allies; or as required by law. No personal information about you will be disclosed to any third party without your consent or knowledge, except in accordance with this policy.

OptumHealth Allies will not sell your personal information, but may disclose information about our enrolled members in aggregate form to certain third parties. In all cases, we will disclose the information consistent with applicable laws and regulations, and we will require the recipient to protect the information and use it only for the purpose it was provided.

### **Modification of Terms**

OptumHealth Allies reserves the right to modify the terms contained in this Agreement. OptumHealth Allies will clearly post all changes to this Agreement on the Web site. Written notice of any material changes will be mailed to you prior to the effective date of the change.

### **Complaints**

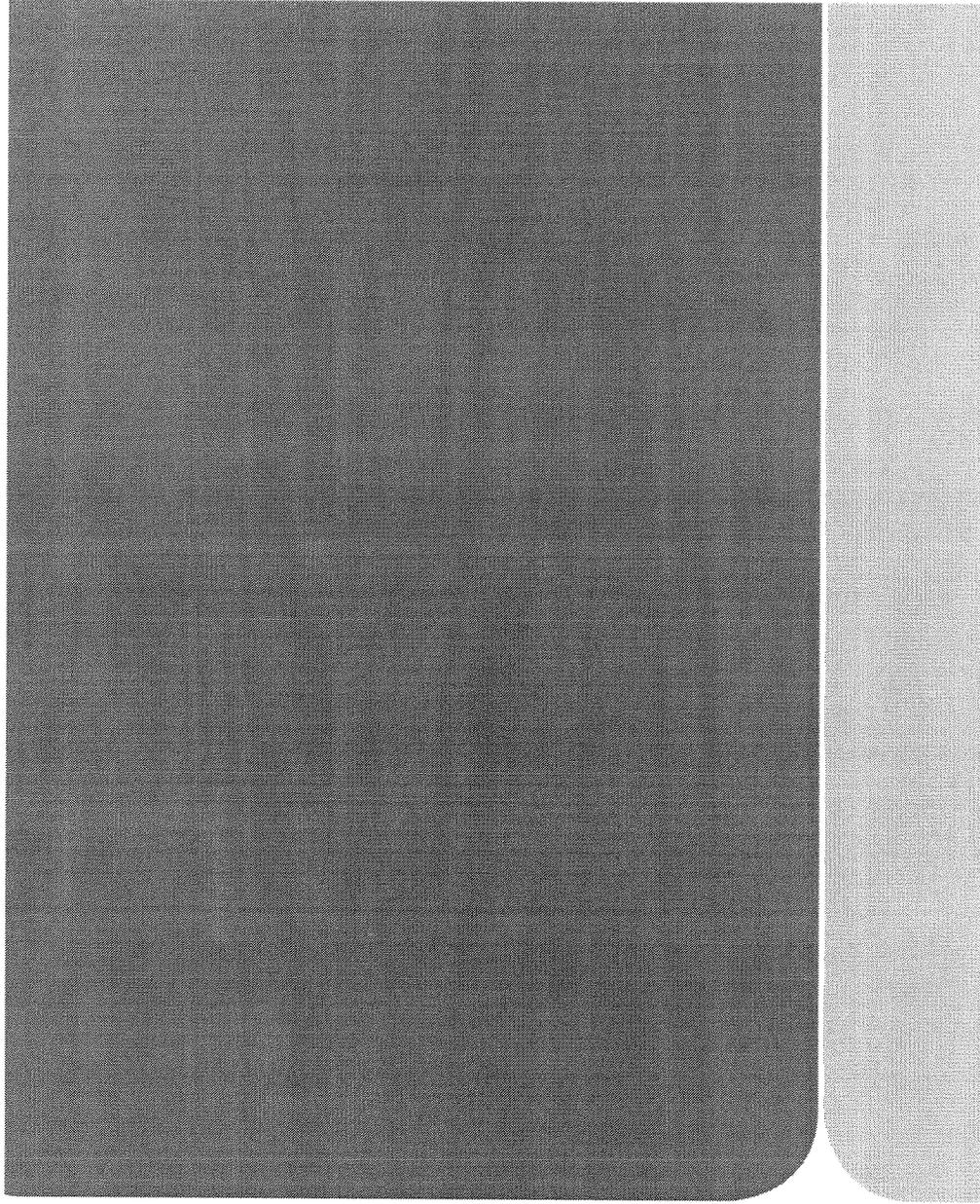
Members may file complaints about the availability of contracted discounts, or services, or other matters relating to OptumHealth Allies' contractual obligations to its members. OptumHealth Allies will acknowledge a complaint in writing within five (5) business days, will investigate the claim and will provide you with the results of our investigation no later than the 30th calendar day after OptumHealth Allies receives the complaint. If you remain dissatisfied after following the OptumHealth Allies complaint procedure, you may contact the office of the insurance commissioner in your state of residence.

Oral or written complaints should be directed as follows:

OptumHealth Allies  
P.O. Box 10340  
Glendale, CA 91209  
Phone: 1-877-426-2559  
OHACustomerCare@optumhealth.com  
OptumHealth Allies

(Rev. 2/01/10)





OptumHealth<sup>SM</sup>  
Allies



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# Health Access ONE

Limited Benefit Health Plans for Individuals and Families



Guaranteed Coverage for ages 18 to 65  
Instant Issue

Underwritten by: **Companion Life** 

**Rated A (Excellent) by A.M. Best** This rating represents an independent opinion from a leading provider of insurance ratings of a company's financial strength and ability to meet its obligations to policyholders.

**Offered through Membership in the National Congress of Employers Association**

Companion Life Benefits	Benefit Description	Access 300	Access 500	Access 750	Access 1000	Access 2000
<i>Benefits are on an annual period</i>						
<b>Doctor's Office Visit (Primary Care or Specialist):</b> The carrier will pay the benefit shown if you incur charges for and require a doctor's visit due to injuries received in an accident or due to an illness.	Per Visit Maximum Visits	\$50 5	\$50 5	\$50 5	\$75 5	\$100 5
<b>Emergency Room:</b> The carrier will pay the benefit shown when an emergency room visit is made due to an accident or illness.	Per Visit Maximum Visits	\$50 1	\$50 1	\$75 1	\$100 1	\$200 1
<b>Preventive Care Test:</b> Coverage for routine examination or well child care. Covered services include: medical history, physical examination, X-rays and laboratory tests including a Pap test, colorectal screening, prostate cancer screening, mammography and bone density screening.	Per Test Maximum Tests	\$50 1	\$50 1	\$75 1	\$100 1	\$100 1
<b>Diagnostic, X-Ray and Laboratory Tests:</b> The carrier will pay the benefit shown if you incur charges for diagnostic, x-ray, and/or laboratory testing caused by an accident or illness.	Per Day Maximum Test Days	N/A	\$50 2	\$50 2	\$75 3	\$200 3
<b>Hospital Confinement:</b> The carrier will pay the benefit shown if you incur charges for and are confined in a hospital due to injuries received in an accident or illness. (ICU/CCU is covered under this benefit)	Per Day Maximum Days	\$300 30	\$500 30	\$750 30	\$1,000 30	\$2,000 30
<b>Surgery and Anesthesia (Inpatient and Outpatient):</b> The carrier will pay the benefit shown if you undergo a surgical procedure due to an accident or illness. Reimbursements are based on the Medicare/RBVS benefit schedule.	Surgery is a % of Surgery Benefit RBRVS  Anesthesia	50% Unlimited  20% of surgery	70% Unlimited  20% of surgery	80% Unlimited  20% of surgery	100% Unlimited  20% of surgery	100% Unlimited  25% of surgery
<b>Surgical indemnity schedule based on the 2009 Arizona RBRVS Facility fee schedule</b>						

**NCE Association Sponsored Benefits**

<b>Prescription Drug Card (OPTIONAL)</b>  PBM is AmWINS Rx 	\$50 deductible per coverage year per insured Retail Generic Drugs Only: \$15 or 50%, whichever is greater Maximum : \$200 month for Individual and \$400 month for Family per coverage year					
<b>Term Life Insurance (Insured by Companion Life)</b>	Member Benefit	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
	Covered Spouse	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
	Covered Child	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
<b>Accident Medical Expense and Accidental Death and Dismemberment: (Insured by Zurich)- Not available in (list states)</b>	Per Insured Per Accident	\$2,500	\$2,500	\$5,000	\$5,000	\$5,000

<b>MEMBER Monthly Rate</b> (Not available in GA,NC,NM,NV,TN,TX,VT) With RX Option	\$182.00 \$228.95	\$228.00 \$274.95	\$262.00 \$308.95	\$349.00 \$395.95	\$502.00 \$548.95
<b>MEMBER &amp; SPOUSE Monthly Rate</b> (Not available in GA,NC,NM,NV,TN,TX,VT) With RX Option	\$335.00 \$428.95	\$434.00 \$527.95	\$504.00 \$597.95	\$687.00 \$780.95	\$1,108.00 \$1,101.95
<b>MEMBER &amp; CHILDREN Monthly Rate</b> (Not available in GA,NC,NM,NV,TN,TX,VT) With RX Option	\$309.00 \$389.95	\$394.00 \$474.95	\$457.00 \$537.95	\$614.00 \$694.95	\$889.00 \$969.95
<b>FAMILY Monthly Rate</b> (Not available in GA,NC,NM,NV,TN,TX,VT) With RX Option	\$473.00 \$604.95	\$613.00 \$744.95	\$716.00 \$ 847.95	\$978.00 \$1,109.95	\$1,437.00 \$1,568.95

## Plan Highlights

- Doctor Office Visits (PCP or Specialist)
- Preventive Care Test
- DXL
- Hospital Confinement
- Emergency Room
- Surgery (Inpatient/Outpatient)
- Anesthesia

## NCE Membership Benefits

- Medical PPO Discount through Beechstreet
- Pharmacy Discount Card
- **Insured Rx Drug Card (Generic Only) – Optional**
- **Term Life Insurance** (Insured by Companion Life)
- **Accident Medical Expense** (Insured by Zurich)\*
- **Accidental Death & Dismemberment** (insured by Zurich)\*
- Vision Care
- Dental Care
- Hearing
- Wellness
- Alternative Care
- Infertility Treatment

*\*Not available in all states.*

### Additional Information about the Zurich Benefits

#### Accidental Dismemberment

If an injury to an insured results in a covered loss, Zurich will pay the benefit level shown on the schedule in the certificate. The covered loss must occur within 365 days of the accident.

#### Accident Medical Expense

Subject to its exclusions and definitions, Zurich will pay the usual and customary expenses for necessary medical services resulting from a covered accident. Payments for necessary medical services will be coordinated with existing medical plans. Eligible expense can include hospital room and board, surgical expenses, outpatient examinations, laboratory tests, surgical expenses, x-rays and ground ambulance.

This is intended as a general description of certain types of insurance and services available to qualified customers through the companies of Zurich in North America, including Zurich American Insurance Company located at 1400 American Lane, Schaumburg, IL 60196. Your policy is the contract that specifically and fully describes your coverage. The description of the policy provisions gives a broad overview of coverages and does not revise or amend the policy. Certain coverages are not available in all states. Some coverages may be written on a non-admitted basis through licensed surplus lines brokers.

#### See any Doctor

You are free to see any doctor you choose but your coverage goes further if you select a participating Preferred Network Provider and take full advantage of the pre-negotiated network rates to reduce your medical bills before the insurance benefits applied. Even if you elect to see a Non-Network Provider, the full insured benefit amount will still be applied to the bill for covered charges, but without the network rate.

#### Beechstreet Provider Network Discounts

As an NCE Association member, you will enjoy the savings you will receive when you use Beechstreet provider.

If there is a benefit that is not covered under the limited medical plan, or if you have exhausted your benefits for the policy year, and you use a network provider, your claims are re-priced, therefore “reducing” your out-of-pocket costs.

All plans pay the same dollar amounts whether or not the network is utilized, and there is no reduction in benefits. Simply present the NCE Member ID card at the time of service. The provider will send the claim direct to the carrier’s claims department (payor) for re-pricing and benefit payments.

#### Practitioners in all 50 states!

- Doctors and Physicians (includes specialists)
- Hospitals or Surgical Centers (IN/OUT)
- Clinics and Specialty Centers
- Laboratories and Imaging Centers

Look up providers on line at [www.beechstreet.com](http://www.beechstreet.com).

When you look up a provider, you need to pick “Limited Benefit Plan” under the “Plan Type” option.

## Eligibility Information

The Limited Benefit Health Insurance Plan, underwritten by Companion Life Insurance Company is a Policyholder health plan provided to eligible members of National Congress of Employers (NCE) Association who are under age 65 and not Medicare eligible. The plans designed for NCE Association effectively reduce the policyholder's healthcare expense and liability while providing members quality health coverage.

Spouses and dependent children up to age 26 if a full time student.

Coverage cannot be issued to a child only (under age 18).

## Effective Dates and Premium Billing

Effective dates are available either on the 1<sup>st</sup> or 15<sup>th</sup> of the month. Initial premium draft inclusive of the non-refundable one-time enrollment fee is processed the day of enrollment. Future drafts occur on the 20<sup>th</sup> of each month (for 1<sup>st</sup> effective dates) and the 5<sup>th</sup> of each month (for 15<sup>th</sup> effective dates). Please make sure you have sufficient funds before you enroll. Credit cards and bank automatic draft is available. Rates above do not include a one-time non-refundable enrollment fee, which is available at the time of enrollment.

## Medical Exclusions:

**With respect to all of the benefits provided under the Policy, no benefits will be payable as the result of:**

- suicide or any attempt thereat, while sane or insane.
- any intentionally self-inflicted injury or Sickness;
- rest care or rehabilitative care and treatment;
- cosmetic surgery or care or treatment solely for cosmetic purposes, or complications therefrom. This exclusion does not apply to cosmetic surgery resulting from a covered Accident if initial treatment of the Covered Person is begun within 12 months of the date of the Accident;
- immunization shots and routine examinations such as: health exams; periodic check-ups; pre-marital exams; physicals;
- routine newborn care, including routine nursery charges;
- voluntary abortion, except with respect to the Insured or covered Dependent spouse:
  - where such person's life would be endangered if the fetus were carried to term; or
  - where medical complications have arisen from an abortion;
- normal pregnancy, except for Complications of Pregnancy;
- the treatment of:
  - mental illness;
  - functional or organic nervous disorder, regardless of cause;
  - alcohol abuse;
  - drug use, unless such drugs were taken on the advice of a Physician and taken as prescribed, for more than 10 days in any Calendar Year, with respect to payment of the Daily In-Hospital Indemnity Benefit;

- participation in a riot, civil commotion, civil disobedience, or unlawful assembly. This does not include a loss which occurs while acting in a lawful manner within the scope of authority;
- committing, attempting to commit, or taking part in a felony or assault, or engaging in an illegal occupation;
- participation in a contest of speed in power driven vehicles, parachuting, parasailing, bungee-jumping, or hang gliding;
- air travel, except:
  - as a fare-paying passenger on a commercial airline on a regularly scheduled route; or
  - as a passenger for transportation only and not as a pilot or crew member;
- any Accident occurring as a result of the Covered Person being intoxicated (where the blood alcohol content meets the legal presumption of intoxication under the law of the state where the Accident took place);
- sex changes;
- experimental treatments or surgery;
- the reversal of tubal ligation and vasectomies;
- artificial insemination, in vitro fertilization, and test tube fertilization, including any related testing, medications, or Physician services, unless required by law;
- treatment of exogenous obesity or weight control;
- an act of war, whether declared or undeclared, or while performing police duty as a member of any military or naval organization. This exclusion includes Accident sustained or Sickness contracted while in the service of any military, naval or air force of any country engaged in war.
- accident or sickness arising out of and in the course of any occupation for compensation, wage or profit. Expenses which are payable under Occupational Disease Law or similar law, whether or not application for such benefits have been made;
- Pre-Existing Conditions, except as described in the Schedule;
- air or ground ambulance service; or
- for loss incurred, care or treatment received, or hospital confinement occurring outside of the United States.

**In addition to the Exclusions and Limitations for all coverages, the following are not covered under the Out-Patient Physician Office Visit Indemnity Benefit and the Outpatient Diagnostic X-Ray and Laboratory Indemnity Benefit:**

- PRE-EXISTING CONDITIONS – We will not pay benefits for a condition for which a Covered Person received medical treatment, diagnosis, care or advice within the twelve-month period immediately preceding such person's Enrollment Date. This exclusion does not apply 12 months after the Enrollment Date.
- visits made, examinations given, or x-rays or laboratory tests performed as an in-patient while confined to a Hospital;
- routine eye examinations or fitting of glasses;
- fitting of hearing aids;
- dental examinations or dental care other than expenses resulting from accidental injury; and
- benefits which are provided under any other part of the Policy.

## Prescription Drug benefits are not payable for the following items (Applicable for the Optional Generic Rx Benefit):

All over-the-counter products and medications unless shown under the definition of Prescription Drug. This includes, but is not limited to, electrolyte replacement, infant formulas, miscellaneous nutritional supplements and all other over-the-counter products and medications.

Blood glucose meters; insulin-injecting devices.

Depo-Provera; condoms, contraceptive sponges, and spermicides; sexual dysfunction drugs.

Biologicals (including allergy tests); blood products; growth hormones; hemophilic factors; MS injectables; immunizations; all other injectables unless shown under the definition of Prescription Drug.

All other medical supplies and durable medical equipment unless shown under the definition of Prescription Drug.

Liquid nutritional supplements; pediatric Legend Drug vitamins; prescribed versions of Vitamins A, D, K, B12, Folic Acid and Niacin - used in treatment versus as a dietary supplement; all other Legend Drug vitamins and nutritional supplements.

Anorexiant; Any cosmetic drugs including, but not limited to, Renova, skin pigmentation preps; •Any drugs or products used for the treatment of baldness;

Topical dental fluorides.

Refills in excess of that specified by the prescribing Physician; or refills dispensed after one year from the original date of the prescription.

Any drug labeled "Caution - limited by Federal Law for Investigational Use" or experimental drugs.

Any drug which the Food and Drug Administration has determined to be contraindicated for the specific treatment.

Drugs needed due to conditions caused, directly or indirectly, by an Insured Person taking part in a riot or other civil disorder; or the Insured Person taking part in the commission of a felony.

Drugs needed due to conditions caused, directly or indirectly, by declared or undeclared war or an act of war; or drugs dispensed to an Insured Person while on active duty in any armed force.

Any expenses related to the administration of any drug.

Drugs or medicines taken while in or administered by a hospital or any other health care facility or office.

Drugs covered under Worker's Compensation, Medicare, Medicaid or other Governmental programs.

Drugs, medicines or products, which are not Medically, Necessary.

Diaphragms; Erectile dysfunction Legend drugs, unless specifically listed in the definition of Prescription Drug; Infertility Legend drugs.

Epi-Pen, Epi-Pen Jr., Ana-Kit, Ana-Guard; Glucagon-auto injection; Imitrex-auto injection.

Smoking deterrents, Legend or over-the-counter.

Vacation supplies and replacement of lost, stolen, spilled, broken or dropped Prescription Drugs.

All newly marketed pharmaceuticals or currently marketed pharmaceuticals with a new FDA approved indication for a period of one year from such FDA approval for its intended indication.

Prenatal vitamins.

Diabetic supplies; alcohol swabs, lancets, lancets devices, test strips and tablets.

**Note: The optional Prescription Drug Card Benefit is not available in the following states: GA, NC, NM, NV, TN, TX and VT. The Pharmacy Discount Card (included in all states) can be used to obtain prescription drug discounts.**

**This insurance is not major medical coverage and is not designated as a substitute for basic health insurance or major medical coverage. The plan limitations are disclosed in the certificate of coverage provided in the fulfillment kit. The Limited benefit plan has a pre-existing condition limitation. A pre-existing condition, physical or mental, regardless of cause or condition, for which medical advice, diagnosis, care or treatment was recommended or received from a physician within a 12 month period preceding the effective date of covered person. Plans are not available in all states. Check the state availability on the website. Certain provisions of the plan vary by state. There is a 30 day free look period.**

**Always refer to the policy for full definitions of benefits and eligible expenses. You will receive the policies in your fulfillment package.**

**Call your insurance agent today to enroll!**