

SERFF Tracking Number: HESS-126970399 State: Arkansas
 Filing Company: The Order of United Commercial Travelers of America State Tracking Number: 47743
 Company Tracking Number: AMHUCTAPAR
 TOI: H01 Health - Assumption Agreement Sub-TOI: H01.000 Health - Assumption Agreement
 Product Name: Assumption
 Project Name/Number: UCT/AMHUCTAP

Filing at a Glance

Company: The Order of United Commercial Travelers of America

Product Name: Assumption SERFF Tr Num: HESS-126970399 State: Arkansas
 TOI: H01 Health - Assumption Agreement SERFF Status: Closed-Approved- Closed State Tr Num: 47743
 Sub-TOI: H01.000 Health - Assumption Agreement Co Tr Num: AMHUCTAPAR State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Rosalind Minor
 Authors: Antoinette Hess, Michelle Miller Disposition Date: 02/02/2011
 Date Submitted: 01/19/2011 Disposition Status: Approved-Closed
 Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: UCT Status of Filing in Domicile: Authorized
 Project Number: AMHUCTAP Date Approved in Domicile: 12/09/2010
 Requested Filing Mode: Informational Domicile Status Comments:
 Explanation for Combination/Other: Market Type: Individual
 Submission Type: New Submission Individual Market Type:
 Overall Rate Impact: Filing Status Changed: 02/02/2011
 State Status Changed: 02/02/2011
 Deemer Date: Created By: Michelle Miller
 Submitted By: Antoinette Hess Corresponding Filing Tracking Number:
 Filing Description:
 Hess Compliance Consulting has been authorized to file this assumption on behalf of The Order of United Commercial Travelers of America. An authorization letter is attached under the supporting documentation tab.

Ohio, the domicile state of the Company approved this assumption on 12/8/10. Documentation can be found under the Supporting Documentation Tab.

The Certificate of Assumption and the letter which will be sent to the two (2) residents of Arkansas is also attached.

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If any additional information is required, do not hesitate to contact me. It will be my pleasure to be of service.

Company and Contact

Filing Contact Information

Toni Hess, Compliance Consultant Toni.Hess@HessCC.Com
 931 Clarmont Avenue 215-485-2582 [Phone]
 Bensalem, PA 19020

Filing Company Information

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

The Order of United Commercial Travelers of America CoCode: 56383 State of Domicile: Ohio
 1801 Watermark Drive, Suite 100 Group Code: Company Type:
 P.O. Box 159019 Group Name: State ID Number:
 Columbus, OH 43215-8619 FEIN Number: 31-4273120
 (800) 848-0123 ext. [Phone]

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Order of United Commercial Travelers of America	\$50.00	01/19/2011	43907040

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Correspondence Summary

Dispositions

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

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	01/21/2011	01/21/2011	Antoinette Hess	01/26/2011	01/26/2011

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 01/21/2011
Submitted Date 01/21/2011

Respond By Date

Dear Toni Hess,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certificate of Assumption, CMA 1210 (Form)

Comment:

Your Certificate of Assumption should contain the address of the ceding carrier as well as the address and general phone number of the Arkansas Insurance Department where the policyholder may call for further information regarding the financial condition of the assuming insurer (the phone number of our Finance Division is (501)371-2665. Refer to Rule and Regulation 55, Section 6 (A) and (E).

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

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 Project Name/Number: UCT/AMHUCTAP

Response Letter

Response Letter Status Submitted to State
 Response Letter Date 01/26/2011
 Submitted Date 01/26/2011

Dear Rosalind Minor,

Comments:

This is in response to the objection of 1/21/11,

Response 1

Comments: The policyholder letter has been revised and now contains the requested information.

Related Objection 1

Applies To:

- Certificate of Assumption, CMA 1210 (Form)

Comment:

Your Certificate of Assumption should contain the address of the ceding carrier as well as the address and general phone number of the Arkansas Insurance Department where the policyholder may call for further information regarding the financial condition of the assuming insurer (the phone number of our Finance Division is (501)371-2665. Refer to Rule and Regulation 55, Section 6 (A) and (E).

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Policyholder Letter	PH LTR ASSUMP TION AR		Other	Initial		45.200	ASSUMPTION LETTER AR.pdf

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Previous Version

Policyholder Letter	PH LTR	Other	Initial	45.200	PH LTR
	ASSUMP				ASSUMP
	TION				TION.pdf

No Rate/Rule Schedule items changed.

Thank you.

Sincerely,
Antoinette Hess, Michelle Miller

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Form Schedule

Lead Form Number:

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 02/02/2011	CMA 1210	Other	Certificate of Assumption	Initial		43.500	CMA 1210 Assumption Certificate.pdf
Approved-Closed 02/02/2011	PH LTR ASSUMPTI ON AR	Other	Policyholder Letter	Initial		45.200	ASSUMPTION LETTER AR.pdf

The Order of the United Commercial Travelers of America
CERTIFICATE OF MEMBERSHIP AND ASSUMPTION

[Policy Number]

You are hereby notified that The Order of the United Commercial Travelers of America ("UCT") has, effective as of [insert date] (the "Effective Date"), assumed liability for your policy of insurance with National Masonic Provident Association ("NMPA"). You are now a member of the UCT fraternal organization and this certificate along with your original policy of insurance issued by NMPA, including any riders or endorsements, constitutes your certificate.

From and after the Effective Date, all references in the policy to NMPA are hereby changed to UCT, and UCT has assumed all rights and duties under your policy. Your policy will remain non-assessable pursuant to the agreement reached by NMPA and UCT to transfer your policy to UCT.

All correspondence and inquiries such as policy changes, and notices of claims should be submitted to:

THE ORDER OF UNITED COMMERCIAL TRAVELERS OF AMERICA
1801 Watermark Drive, Suite 100
Columbus, Ohio 43215
ATTN: [insert name]

This Certificate of Membership and Assumption, as of the Effective Date, forms a part of and should be attached to your insurance policy issued to you by NMPA.

IN WITNESS WHEREOF, UCT has caused this Certificate of Membership and Assumption to be duly signed and issued.

Secretary

President

The Order of United Commercial Travelers of America

Date:

Dear Policyholder:

This letter notifies you of an agreement between National Masonic Provident Association ("NMPA"); 1801 Watermark Drive Suite 100; Columbus, Ohio 43215 and The Order of United Commercial Travelers of America ("UCT") for the assumption of your policy by UCT. UCT is now your insurer and has assumed all rights and duties of NMPA under your policy. We have attached a Certificate of Membership and Assumption (which should be attached to the front of your existing NMPA insurance policy) and a summary of important information about UCT.

This assumption has been approved by the policyholders and the Ohio Department of Insurance, which is the principal regulator for both NMPA and UCT. All terms of your insurance policy remain unchanged. Your premium should be paid directly to UCT at the address listed below. You must also file all claims with UCT at the address listed below.

If you have any questions about the assumption of your policy or about UCT, please call **{insert phone number}**, or send written inquiries to:

THE ORDER OF UNITED COMMERCIAL TRAVELERS OF AMERICA
1801 Watermark Drive, Suite 100
Columbus, Ohio 43215
ATTN: **{insert name}**

Should you wish further information regarding the financial condition of UCT, you may contact the Arkansas Insurance Department, Finance Division; 1200 West Third Street; Little Rock, AR 72201-1904; phone: (501) 371-2665.

Sincerely,

The Order of United Commercial Travelers of America

{Name}
{Title}
{Date}

EXHIBIT 1 AR

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Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification	Approved-Closed	02/02/2011
Comments:		
Attachment: Readability Signed.pdf		

	Item Status:	Status Date:
Satisfied - Item: Authorization Letter	Approved-Closed	02/02/2011
Comments:		
Attachment: Authorization Letter.pdf		

	Item Status:	Status Date:
Satisfied - Item: Assumption Information	Approved-Closed	02/02/2011
Comments:		
Attachments: Assumption Reinsurance Agreement.pdf Determination of Reinsurance Commission.pdf RESIDENCE STATES 1 10 2011.pdf		

READABILITY COMPLIANCE CERTIFICATION

Name and Address of Insurer:

**The Order of United Commercial Travelers of America
1801 Watermark Drive, Suite 100
Columbus, Ohio 43215**

I hereby certify that the Flesch Reading Ease Test Score of the listed forms are as follows:

Type and/or Title of Form(s)	Form Number(s)	Flesch Score
Certificate of Assumption	CMA 1210	43.5
Policyholder Letter	PH LTR ASSUMPTION	45.2

The type size of the text is at least 10-pointed leaded.

I also certify to the best of my knowledge and belief that the form is in compliance with the Insurance Code and with all other applicable requirements of the Insurance Department in this state.



Signature

Joseph H. Hoffman
Name

Chief Executive Officer
Title



THE ORDER OF
UNITED COMMERCIAL TRAVELERS OF AMERICA

1801 WATERMARK DRIVE, SUITE 100, P.O. BOX 159019, COLUMBUS, OHIO 43215-8619
(614) 487-9680 • TOLL-FREE: (800) 848-0123 • FAX: (614) 487-9675 • www.uct.org

January 15, 2010

J. Steven Keck, FSA, MAAA
Wakely Actuarial Services, Inc.
34125 US Highway 19 North, Suite 310
Palm Harbor, FL 34684

Dear Mr. Keck:

The firm of Wakely Actuarial Services, Inc. is hereby authorized to submit form filings for approval to the Department of Insurance on behalf of The Order of United Commercial Travelers of America. Changes to the forms, as may be necessary to gain approval, are included in this authorization.

Thank you.

Sincerely,

Joseph Hoffman
Chief Executive Officer

ASSUMPTION REINSURANCE AGREEMENT

This ASSUMPTION REINSURANCE AGREEMENT (the "Assumption Agreement"), is made and entered into on this 17 day of December 2010 (the "Assumption Agreement Effective Date"), by and between NATIONAL MASONIC PROVIDENT ASSOCIATION, an Ohio domiciled mutual life insurance company ("NMPA"), and THE ORDER OF THE UNITED COMMERCIAL TRAVELERS OF AMERICA, an Ohio domiciled fraternal benefit society ("UCT"). (Each of NMPA or UCT may hereinafter be referred to as a "Party" or jointly as the "Parties".)

WHEREAS, NMPA and UCT are parties to that certain Master Agreement for the Sale of Insurance Business dated as of July 29, 2010, (the "Master Agreement", with July 29, 2010 being the "Master Agreement Effective Date"), pursuant to which UCT, through this Assumption Agreement, will assume NMPA's insurance business as provided therein;

WHEREAS, the Parties desire to enter into this Assumption Agreement in order to implement the Master Agreement and provide for UCT's assumption as direct obligations all of the life policies, annuity policies, and accident and health policies (including all supplements, endorsements, riders, and ancillary agreements in connection therewith) that were issued or acquired prior to the Master Agreement Effective Date by NMPA, except for the NMPA directors policies, in the states of Arkansas, Delaware, Florida, Maryland, Massachusetts, Michigan, New Jersey, Ohio, Pennsylvania, Virginia, and West Virginia, which are in force on the Assumption Agreement Effective Date, and which are set forth in the Bordereaux attached as Exhibit 1 (the "Bordereaux") hereto and incorporated herein by this reference (the "Insurance Policies"); and

WHEREAS, the Parties desire to effect, to the fullest extent permissible under applicable law, the shifting from NMPA to UCT of all of the economic risks and benefits of, and liabilities and obligations in respect of, and administration of, the Insurance Policies; and

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and promises set forth herein, and upon the terms and conditions set forth in this Assumption Agreement, the Parties intending to be legally bound hereto agree as follows:

ARTICLE I BUSINESS ASSUMED

Section 1.1 Assumptive Reinsurance. Upon the terms and subject to the conditions and other provisions of the Assumption Agreement, NMPA hereby agrees to cede to UCT, and UCT hereby agrees to accept and reinsure, on an assumption basis, the Insurance Policies.

Section 1.2 Assumption Certificates. (a) UCT shall prepare, at its expense, for mailing to each insured an assumption letter, substantially in the form as Exhibit 2 attached hereto and incorporated herein by this reference, which includes a certificate of assumption substantially in the form as Exhibit 3 attached hereto and incorporated herein by this reference (Exhibit 2 and 3 are hereinafter referred to together as the "Assumption Letters"). The

Assumption Letters shall be mailed to all owners of Insurance Policies by UCT promptly after the Assumption Agreement Effective Date.

(b) Notwithstanding the form of the documents attached hereto as Exhibits 2 and 3, the Parties agree to modify such documents for use in the various states to the extent required to comply with applicable regulatory requirements.

(c) The Insurance Policies shall be deemed to have been assumed by novation. UCT shall be the successor to NMPA under the Insurance Policies as if the Insurance Policies were direct obligations originally issued by UCT, except that UCT agrees the Insurance Policies will be non-assessable by UCT. UCT shall be substituted in the place and stead of NMPA, and each insured under the Insurance Policies shall disregard NMPA as a party thereto and treat UCT as if it had originally been obligated thereunder. UCT shall be liable for all claims arising under the Insurance Policies on or after the Assumption Agreement Effective Date, and for all Policy Liabilities (as hereinafter defined) related to the Insurance Policies. UCT hereby consents to be subject to direct action taken by any insured or person under the Insurance Policies.

Section 1.3 Preservation of Defenses. All Policy Liabilities for which UCT is liable under the Assumption Agreement are subject in all respects to the same terms, conditions, interpretations, waivers, modifications, alterations and cancellations as the original Insurance Policies. UCT accepts and assumes the Policy Liabilities subject to all defenses, setoffs, and counterclaims to which NMPA would be entitled with respect to the Insurance Policies. It is expressly understood and agreed by the Parties that no such defenses, setoffs, or counterclaims are waived by the execution of this Assumption Agreement or the consummation of the transactions contemplated by this Assumption Agreement and that, as of the Assumption Agreement Effective Date, UCT shall be fully subrogated to all such defenses, setoffs, and counterclaims and entitled to the benefits thereof as if it were NMPA.

ARTICLE II **LIABILITY**

Section 2.1 Policy Liabilities. For purposes of the Assumption Agreement, the term "Policy Liabilities" means all amounts or benefits payable under the terms and conditions of the Insurance Policies on or after the Assumption Agreement Effective Date, including without limitation: (a) all liability for premium taxes payable with respect to the Insurance Policies based on premiums paid on or after the Assumption Agreement Effective Date; (b) all liability, if any, in connection with the participation by NMPA or UCT, whether involuntary or voluntary, in any guaranty fund, insolvency fund, plan, pool, association or other similar fund or association, established or governed by state, federal, or foreign law or any other jurisdiction, which participation is based on premiums paid on or after the Assumption Agreement Effective Date and (c) all liability for returns or refunds of insurance premium with respect to the Insurance Policies payable on or after the Assumption Agreement Effective Date.

ARTICLE III
PREMIUMS AND CONSIDERATION

Section 3.1 Allocation of Premiums. UCT is entitled to receive all premiums and other consideration received on or after the Assumption Agreement Effective Date with respect to the Insurance Policies. To the extent that NMPA receives any such amounts, it shall forward any such premiums or other consideration received by it to UCT, along with pertinent information in its possession related to such payment such as the nature of the payment, the source of funds, the policy number, the period to which the remittance relates and any special rates or instructions. UCT shall assume all responsibility for billing and collecting premiums of the Insurance Policies. NMPA shall not interfere with UCT in causing the payment of the Insurance Policies premiums to be made directly to UCT after the Assumption Agreement Effective Date.

Section 3.2 Consideration. As consideration for NMPA entering into this Agreement, UCT shall (i) be liable for all obligations under the Insurance Policies following the Effective Time, regardless of whether such obligations exceed the Closing Payment which is hereinafter defined, and (ii) continue to provide NMPA with office space at no additional charge and cover all reasonable costs associated with the final wind-up and dissolution of NMPA (which costs shall, from time to time, be disclosed in writing to UCT by NMPA, with payment than being due to NMPA within five business days thereafter). As consideration for UCT's assumption of the Insurance Policies, the cost of running off the Insurance Policies, and all the risks associated with the Insurance Policies, NMPA will wire transfer to UCT on the Assumption Agreement Effective Date an amount equal to NMPA's total admitted assets available at Closing (collectively referred to as the "Policy Reserves"). NMPA will also pay by wire to UCT all monies on deposit with the State of Ohio and the Commonwealth of Virginia and any other assets which make up total admitted assets, but are not available to be transferred at Closing, within ten (10) business days of NMPA's receipt of a payment or a release from the state regulator of the deposit held in its state (the "Closing Payment").

ARTICLE IV
RECORDS AND ACCOUNTING

Section 4.1 Records Transfer. (a) On the Assumption Agreement Effective Date, NMPA shall forward to UCT all reports, records, underwriting files, claim files, and other information reasonably requested by UCT and in NMPA's possession that relate to the Insurance Policies ("Records") and shall cooperate with UCT in the transfer of the administration of the Insurance Policies to UCT. UCT shall permit NMPA and its authorized agents access to and the right to copy, during UCT's normal business hours, all Records pertaining to the Insurance Policies necessary to permit NMPA to respond to or comply with requests for information by governmental or judicial authorities, insurance regulatory bodies, financial auditors, tax auditors, or to defend lawsuits.

(b) From and after the Assumption Agreement Effective Date, NMPA shall refer to UCT all inquiries involving claims payment or policy provisions, limitations or exclusions. Claims under the Insurance Policies submitted to NMPA will be forwarded to UCT as promptly as practicable. From and after the Assumption Agreement Effective Date, NMPA will notify

UCT within ten (10) business days of receiving any material written or oral complaint to or from any official of a state insurance department, any federal or state regulatory authority or other person, and any complaint threatening litigation or regulatory action in connection with any of the Insurance Policies.

Section 4.2 Accounting and Records. All premiums earned and all claims incurred after the Assumption Agreement Effective Date will be accounted for as the direct business of UCT, and NMPA will have no further obligations under the Assumption Agreement for accounting for any of the Insurance Policies after the Assumption Agreement Effective Date.

ARTICLE V
MISCELLANEOUS

Section 5.1 Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) deposited in the United States Mail if sent by registered or certified mail, return receipt requested, (c) sent by fax (with electronic confirmation of receipt), or (d) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses or fax numbers set forth below (or to such other addresses and fax numbers as a Party may designate by notice to the other Party):

If to UCT to:

THE ORDER OF UNITED COMMERCIAL TRAVELERS OF AMERICA
1801 Watermark Drive, Suite 100
Columbus, Ohio 43215
ATTN: Joseph H. Hoffman, Chief Executive Officer
Fax: (614) 746-6842

Copy to:

Richard A. Barnhart
Schottenstein, Zox & Dunn Co., LPA
250 West Street
Columbus, Ohio 43215
Fax: (614) 228-3175

If to NMPA to:

NATIONAL MASONIC PROVIDENT ASSOCIATION
1801 Watermark Drive, Suite 100
Columbus, Ohio 43215
ATTN: Ronald A. Ives, President
Fax: (614) 487-9675

Copy to:

Anthony Spina
Vorys, Sater, Seymour, and Pease LLP
52 East Gay Street
P.O. Box 1008
Columbus, Ohio 43216-1008
Fax: (614) 719-4800

or to another place and with other copies as any Party may designate for itself by written notice to the other Party. All such notices and other communications shall be deemed effective upon receipt.

Section 5.2 Severability. If any provision or portion of the Assumption Agreement is invalid or unenforceable for any reason, the Assumption Agreement shall be read as though it includes such changes in such provision or portion as are necessary to make it valid or enforceable. If any provision or portion of the Assumption Agreement is invalid or unenforceable, it shall not affect the validity or enforceability of the other provisions or portions of the Assumption Agreement.

Section 5.3 Further Assurances. The Parties hereby agree to execute, acknowledge and deliver any further documents and instruments, and to take such further action, as reasonably requested by the other Party as necessary or appropriate to implement further the terms of the Assumption Agreement.

Section 5.4 Entire Agreement. The Assumption Agreement and the Exhibits make up the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings. Nothing contained herein shall be construed as constituting a partnership or joint venture between the Parties.

Section 5.5 Counterparts. The Assumption Agreement may be executed in counterparts, each of which shall be deemed an original and all of which constitute one and the same instrument.

Section 5.6 Successor and Assigns. The Assumption Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. However, the Assumption Agreement shall not be assigned by either Party without the express written consent of both NMPA and UCT.

Section 5.7 Choice of Law. The Assumption Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to any State's choice of law provisions.

Section 5.8 Amendment and Termination. The Assumption Agreement may be amended or terminated only in accordance with applicable law, and with the express written consent of both NMPA and UCT.

Section 5.9 Arbitration. Any controversy or claim arising out of, or relating to, the Assumption Agreement or a breach thereof, if not otherwise settled by the Parties hereto, shall be settled by binding arbitration, in Columbus, Ohio, in accordance with the following procedure:

There shall be three (3) arbitrators, two of whom must be officers or former officers of life insurance companies other than any officer, director, employee, or agent of the Parties to the Assumption Agreement or their affiliated or subsidiary companies and shall have no interest in the outcome of the matter. One arbitrator shall be appointed by NMPA, and one arbitrator shall be appointed by UCT. A third arbitrator is to be selected by the two arbitrators chosen by the respective Parties. Should one of the Parties hereto decline to appoint an arbitrator or should the two arbitrators chosen by the Parties be unable to agree upon the third arbitrator, the appointment shall be made by the American Arbitration Association.

The arbitrators shall not be required to observe the formal rules of procedure or rules of evidence, but reasonable discovery will be permitted. The arbitrators shall consider the Assumption Agreement and any controversy arising therefrom in an equitable and practicable business manner. The arbitrators shall make their decision by majority vote. Each Party shall pay the expenses of its own arbitrator and share equally in the expenses of the third arbitrator. The cost of the arbitration shall be borne equally by the Parties. The arbitration award shall be binding on the Parties. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Section 5.10 Indemnification. UCT will be liable for and shall defend, indemnify, and hold harmless NMPA against any damages which are claimed against or awarded against NMPA as the result of an act, omission or course of conduct committed by UCT in connection with the insurance being assumed under the Assumption Agreement, except for any claim or claims resulting from the malicious, willful or intentional acts of NMPA or its officers, directors, or members.

In order for NMPA to invoke the provisions of this Section and seek indemnification, NMPA must: (a) promptly notify UCT of the potential loss, costs, liability, or damage; (b) take any action necessary to preserve the rights of UCT; and (c) take no action which could prejudice the rights of UCT.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Assumption Agreement to be executed as of the day and year first-above written.

NATIONAL MASONIC PROVIDENT
ASSOCIATION



Ronald A. Ives
President

THE ORDER OF UNITED COMMERCIAL
TRAVELERS OF AMERICA



Joseph H. Hoffman
Chief Executive Officer

EXHIBIT 1

BORDEREAUX OF INSURANCE POLICIES

NATIONAL MASONIC PROVIDENT ASSOCIATION
IN-FORCE POLICIES BY PLAN CODE AS OF DECEMBER 17, 2010
ACCIDENT & HEALTH

PLAN CODE	Guar.Rnw Non-CaNCN or OTher	POLICIES IN FORCE 12/17/2010	Form I.D.	ACCIDENT/HEALTH		Plan Name	Benefits
				Plan Description	Plan Description		
A114	GRN		HR-31	Primary Hosp (Non-G.Rnw)	Century	Opt.To Convert to Med Suppl.prior to Age70	pay 80% of charges to max of \$3,500 for illness or condi
A124	GRN		121	Primary Hosp (G'Rnw)	New Century	Opt.To Convert to Med Suppl.prior to Age70	pay 80% of charges to max of \$7,500 for illness or condi
A165	GRN	24	HR-100 (69)	Hospital Hosp (G'Rnw) w/ ded.	New Crescent	Opt.To Convert to Med Suppl.prior to Age70	
A174B	GRN	1	Endorsement	Hospital Suppl.to Medicare (No Ded.)	Medicare Suppl. Rider		pay 80% of balance after Medicare to a max of \$2,000 p
A174A	GRN	1	HR-100 (69)	Suppl.Hosp.(G'Rnw) No ded.	New Crescent	Opt.To Convert to Med Suppl.prior to Age70	pay 80% of charges to max of \$2,500 for illness or condi
A214	GRN		121	Suppl.Hosp.(G'Rnw) No ded.	New Century	Opt.To Convert to Med Suppl.prior to Age70	pay 80% of charges to max of \$2,500 for illness or condi
A224	GRN		221	Primary Med/Surg (Non-G.Rnw)	Companion	Opt.To Convert to Med Suppl.prior to Age70	pay 80% of charges to max of \$3,500 for illness or condi
A228	GRN	1	MR-200 (69)	Primary Med/Surg (G'Rnw) w/ded.	New Companion	Opt.To Convert to Med Suppl.prior to Age70	pay 80% of charges to max of \$3,500 for illness or condi
A228	GRN		MR-34 (68)	Primary Med/Surg (G'Rnw) w/ded.	New Crown	Opt.To Convert to Med Suppl.prior to Age70	pay 80% of charges to max of \$3,500 for illness or condi
A265	GRN	25	Endorsement	Med/Surg Suppl.to Medicare (No Ded.)	Medicare Suppl. Rider		pay 80% of balance after Medicare to a max of \$2,000 p
A274B	GRN	1	MR-200 (69)	Suppl.Med/Surg.(G'Rnw)	New Crown	Opt.To Convert to Med Suppl.prior to Age70	pay 80% of charges to max of \$1,500 for illness or condi
A274A	GRN	1	221	Suppl.Med/Surg.(G'Rnw)	New Companion	Opt.To Convert to Med Suppl.prior to Age70	
A303RE	NCN	2	AH-25	Accid.Dth&Dismb. Only	Apex A&H (N/CaNCN)		
A303RE	NCN		AH-25	Accid.Dth&Dismb. Only	Apex 180		
A308RE	NCN	1	AH-15	Accid.Injury/Illness Indemnity 130/\$25	Apex A&H (N/CaNCN)	Opt.To Convert to AD&D @ Perm. Retirement	
A307RE	NCN		AH-15	Accid.Dth&Dismb. Only	Apex A&H (N/CaNCN)		
A401RE	NCN	4	AH-14	Accid.Dth&Dismb. Only	Apex A&H (N/CaNCN)		
A401	NCN	1	A-26	Accid./Injury Indemnity	Security Accid/Sick		
A403	NCN	1	A-26	Accid./Injury Indemnity	Security Accid/Sick	Opt.To Convert to AD&D @ Perm. Retirement	
A428	NCN	1	403 (67)	Accid.Death & Dismb.Only	Premiere Accid/Sick		
A428	NCN		Acc-MC	Accid.Injury/Loss to age 70	Preferred Injury/Illness	\$52.04 INCNome/Day	
A501	NCN		Acc-MC	Accid Death Only	Preferred Injury/Illness	Ann.Prem. \$15	
A808B	OTH		501	Accid. & Sickness to Retirement	Foremost 78	78 wks / \$7 or \$10	
A808A	OTH	1	Pioneer	Accid. & Sickness to Age 70	Masonic Casualty Co	Class 1	
A808B	OTH	1	P 10-37	Accid. & Health Indemnity	Masonic Casualty Co	Pioneer/Class 5	
A808B	OTH		Defender	Accid & Sickness to Age 70	Masonic Casualty Co	D 20/GRNoup B	
A808A	OTH		Guardian	Accid & Sickness to Age 70	Masonic Casualty Co	G 10/GRNoup B	
A808C	OTH	5	Defender	Accid. & Health Indemnity	Masonic Casualty Co	D 20/Class AAA	
A808C	OTH		5M-5-60-E.P.	Accident & Sickness To Age 70	Masonic Casualty Co	MC 7, 8 & 14 - A & AA	
A809	OTH	1	MC 63-1 B	Hospital & Surgical	Masonic Casualty Co	Endorsement B	

NATIONAL MASONIC PROVIDENT ASSOCIATION
 IN-FORCE POLICIES BY PLAN CODE AS OF DECEMBER 17, 2010
 LIFE

AMIR Plan Code	NUMBER OF POLICIES 12/17/2010	LIFE Current Plan Description	Original Form ID.	Plan Prior to Pd UP
10041	10	Ordinary Life	PR 3A 4A	
10058	29	Ordinary Life	100-58	41 CSO - 2 1/2%
165	4	Life Paid Up @ 65	100-58	58-CSO - 2 1/2%
165P	1	Paid Up	101-58	58-CSO - 2 1/2%
185	5	Life Paid Up @ 85	LP 3A 4A	41 CSO - 2 1/2%
195		Life Paid Up @ 95	102-58	58-CSO - 2 1/2%
19841	41	Paid Up - SEP@ 1/2 face	SEP 3E 4E	41 CSO - 2 1/2%
19858	5	Paid Up - SEP@ 1/4 face	102-58	58 CSO - 2 1/2%
120AE	2	Paid Up	B-1 2M-11-33	Am.Expr. - 3.5%
12041	11	Paid Up	LP 3A 4A	41 CSO - 2 1/2%
12058	17	Paid Up	101-58	58 CSO - 2 1/2%
185P	6	Paid Up	n/a	41 CSO - 2 1/2%
265		Endowment @ 65	END 3B 4B	41 CSO - 2 1/2%
300		Accid.Death for Directors	NMPA-1 (5/80)	
301		Paid Up (Death Benefit)	50/80 Plus	
400		Extended Term Insurance		
501	2	Paid Up Annuity Pm.Ret.-Def.	5(65)	58 CSO-2 1/2%
609		Accid. Death Rider to Age 65	ADR-58 (64)	
996		Immediate Annuity Payout	Pol#4386/5285	500
997		Immediate Annuity Payout	Policy#4160	590
998	1	Immediate Annuity Payout	Policy#3673	500
W100		Disability Waiver of Pm to 60	WPR-58(64)	
W165		Disability Waiver of Pm to 60	WPR-58(64)	
PUA41		Paid Up Additions from Divids.		
PUA58		Paid Up Additions from Divids.		

EXHIBIT 2

ASSUMPTION LETTER

The Order of the United Commercial Travelers of America

Date:

Dear Policyholder:

This letter notifies you of an agreement between National Masonic Provident Association ("NMPA") and The Order of the United Commercial Travelers of America ("UCT") for the assumption of your policy by UCT. UCT is now your insurer and has assumed all rights and duties of NMPA under your policy. We have attached a Certificate of Membership and Assumption (which should be attached to the front of your existing NMPA insurance policy) and a summary of important information about UCT.

This assumption has been approved by the policyholders and the Ohio Department of Insurance, which is the principal regulator for both NMPA and UCT. All terms of your insurance policy remain unchanged. Your premium should be paid directly to UCT at the address listed below. You must also file all claims with UCT at the address listed below.

If you have any questions about the assumption of your policy or about UCT, please call **[insert phone number]**, or send written inquiries to:

THE ORDER OF UNITED COMMERCIAL TRAVELERS OF AMERICA
1801 Watermark Drive, Suite 100
Columbus, Ohio 43215
ATTN: **[insert name]**

Sincerely,

The Order of the United Commercial Travelers of America

[Name]
[Title]
[Date]

EXHIBIT 3

CERTIFICATE OF ASSUMPTION

The Order of the United Commercial Travelers of America
CERTIFICATE OF MEMBERSHIP AND ASSUMPTION

[Policy Number]

You are hereby notified that The Order of the United Commercial Travelers of America (“UCT”) has, effective as of **[insert date]** (the “Effective Date”), assumed liability for your policy of insurance with National Masonic Provident Association (“NMPA”). You are now a member of the UCT fraternal organization and this certificate along with your original policy of insurance issued by NMPA, including any riders or endorsements, constitutes your certificate.

From and after the Effective Date, all references in the policy to NMPA are hereby changed to UCT, and UCT has assumed all rights and duties under your policy. Your policy will remain non-assessable pursuant to the agreement reached by NMPA and UCT to transfer your policy to UCT.

All correspondence and inquiries such as policy changes, and notices of claims should be submitted to:

THE ORDER OF UNITED COMMERCIAL TRAVELERS OF AMERICA
1801 Watermark Drive, Suite 100
Columbus, Ohio 43215
ATTN: **[insert name]**

This Certificate of Membership and Assumption, as of the Effective Date, forms a part of and should be attached to your insurance policy issued to you by NMPA.

IN WITNESS WHEREOF, UCT has caused this Certificate of Membership and Assumption to be duly signed and issued.

Secretary

President

[Insert Form Number]

STATE OF OHIO
DEPARTMENT OF INSURANCE
50 West Town Street, Third Floor – Suite 300
Columbus, Ohio 43215

IN RE: PROPOSED ASSUMPTION :
REINSURANCE TRANSACTION BY AND :
BETWEEN NATIONAL MASONIC PROVIDENT :
ASSOCIATION AND THE ORDER OF UNITED :
COMMERCIAL TRAVELERS OF AMERICA :

DETERMINATION OF REINSURANCE COMMISSION

Pursuant to Ohio Revised Code Section 3907.12, National Masonic Provident Association (“Petitioner”), an Ohio domiciled mutual life insurance company, has filed a petition (“Petition”) for approval of an assumption reinsurance transaction with the Superintendent of Insurance. This commission has been convened to hear and decide whether the proposed assumption reinsurance transaction between Petitioner and the Order of United Commercial Travelers of America (“UCT”), an Ohio domiciled fraternal benefit society, properly protects the interests of the Petitioner’s policyholders. The transaction involves the assumption by UCT of all of Petitioner’s life insurance policies, annuity policies and accident and health policies (including all supplements, endorsements, riders and ancillary agreements in connection therewith) and all the liabilities thereunder (collectively, the “Assumed Business”) pursuant to the terms and conditions of the Master Agreement for the Sale of Insurance Business, together with attached exhibits (collectively, the “Assumption Agreement”) entered into by and between Petitioner and UCT and dated July 29, 2010.

As stated in the Petition, Petitioner ceased writing new insurance business in 1976 and has been in run-off since that time. UCT is familiar with Petitioner’s insurance policies and has been administering the Assumed Business on behalf of Petitioner since 1997, pursuant to a cost allocation agreement originally dated May 18, 1978, which has been amended from time to time with the last amendment dated May 7, 1998.

As further stated in the Petition, Petitioner’s capital and surplus, due in part to the length of the run-off, are not in compliance with the minimum capital and surplus requirements of Ohio law. Because of this non-compliance, the Ohio Department of Insurance requested that Petitioner voluntarily take steps to minimize or eliminate the financial risk to Petitioner’s members created by Petitioner’s current financial position.

As further stated in the Petition, after exploring numerous options, Petitioner concluded that UCT was the only entity willing to accept the risk associated with the Assumed Business. UCT has over \$10 million in capital and surplus as of December 31, 2009. UCT has agreed to acquire the Assumed Business for no cash consideration, to accept all the risks associated with Petitioner’s Assumed Business

and cover all costs associated with Petitioner's dissolution and wind-up in exchange for retaining any profits which may be experienced from the run-off of the Assumed Business. UCT has agreed that the policies that make up the Assumed Business will not be subject to assessment by UCT.

As further stated in the Petition, Petitioner's Board of Directors voted in an action without a meeting dated July 9, 2010 that they believe it is fair, reasonable, advisable and in the best interests of the policyholders to transfer the remaining block of insurance business to UCT and to thereafter dissolve and wind up the affairs of Petitioner.

As further stated in the Petition, written notice of a Special Meeting, together with an Information Statement and a Proxy, were mailed to every owner of an insurance policy of Petitioner which was properly issued and in force on August 13, 2010; notice of the Special Meeting also was published in *The Columbus Dispatch*. The proposed sale, transfer and novation to UCT of all the insurance policies of Petitioner and the plan to dissolve, wind-up its affairs and to distribute its remaining assets as set forth in the Information Statement prepared for the Special Meeting was approved by Petitioner's members in accordance with the requirements of Petitioner's articles of incorporation and code of regulations at a Special Meeting held on September 16, 2010.

Pursuant to Ohio Revised Code Section 3907.12, the commission was convened on Tuesday, December 7, 2010 at the Ohio Department of Insurance, to hear and act upon the Petition.

Upon hearing the Petition, the commission members hereby find that the proposed reinsurance agreement properly protects the interest of Petitioner's policyholders and approve and authorize the transaction.

Know all persons by these presents, that I, William F. Rossbach, representative of Ted Strickland, Governor of the State of Ohio, am a member of the reinsurance commission, and, after hearing the petition of National Masonic Provident Association, give my consent thereto.

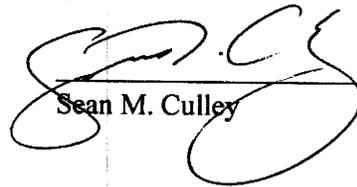
Signed this 7 day of December, 2010.



William F. Rossbach

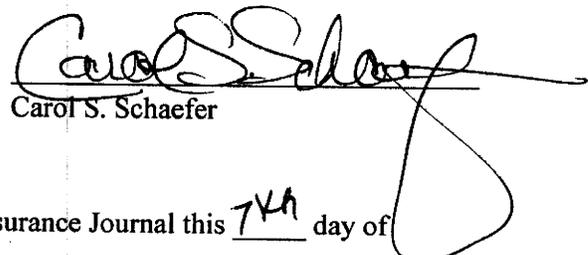
Know all persons by these presents that I, Sean M. Culley, representative of Richard M. Cordray, Attorney General of the State of Ohio, am a member of the reinsurance commission, and, after hearing the petition of National Masonic Provident Association, give my consent thereto.

Signed this 7 day of DECEMBER, 2010.


Sean M. Culley

Know all persons by these presents that I, Carol S. Schaefer, representative of Mary Jo Hudson, Superintendent of Insurance for the State of Ohio, am a member of the reinsurance commission, and, after hearing the petition of National Masonic Provident Association, give my consent thereto.

Signed this 7th day of December, 2010.


Carol S. Schaefer

Made and entered in the Ohio Department of Insurance Journal this 7th day of December, 2010, at Columbus, Ohio.

NATIONAL MASONIC PROVIDENT ASSOCIATION**CURRENT RESIDENCE STATES (INCLUDING NUMBER OF POLICIES IN EACH) (AS OF 1/10/2011)**

Arkansas	2	(1 LIFE & 1 ANNUITY)
California	2	(2 A&H)
Delaware	4	(2 LIFE & 2 A&H)
Florida	22	(11 LIFE & 11 A&H)
Georgia	1	(1 LIFE)
Illinois	3	(1 LIFE & 2 A&H)
Kentucky	2	(2 A&H)
Massachusetts	7	(7 A&H)
Maryland	4	(4 LIFE)
Michigan	24	(14 LIFE & 10 A&H)
Minnesota	2	(2 LIFE)
North Carolina	1	(1 LIFE)
New Jersey	1	(1 A&H)
Ohio	98	(69 LIFE & 29 A&H)
Pennsylvania	18	(13 LIFE & 5 A&H)
South Carolina	1	(1 LIFE)
Tennessee	1	(1 LIFE)
Texas	3	(2 LIFE & 1 A&H)
Virginia	7	(5 LIFE & 2 A&H)
Wyoming	1	(1 A&H)

SERFF Tracking Number: HESS-126970399 State: Arkansas
 Filing Company: The Order of United Commercial Travelers of America State Tracking Number: 47743
 Company Tracking Number: AMHUCTAPAR
 TOI: H01 Health - Assumption Agreement Sub-TOI: H01.000 Health - Assumption Agreement
 Product Name: Assumption
 Project Name/Number: UCT/AMHUCTAP

Superseded Schedule Items

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

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
01/19/2011	Form	Policyholder Letter	01/26/2011	PH LTR ASSUMPTION.pdf (Superseded)

The Order of the United Commercial Travelers of America

Date:

Dear Policyholder:

This letter notifies you of an agreement between National Masonic Provident Association ("NMPA") and The Order of the United Commercial Travelers of America ("UCT") for the assumption of your policy by UCT. UCT is now your insurer and has assumed all rights and duties of NMPA under your policy. We have attached a Certificate of Membership and Assumption (which should be attached to the front of your existing NMPA insurance policy) and a summary of important information about UCT.

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THE ORDER OF UNITED COMMERCIAL TRAVELERS OF AMERICA
1801 Watermark Drive, Suite 100
Columbus, Ohio 43215
ATTN: **[insert name]**

Sincerely,

The Order of the United Commercial Travelers of America

[Name]
[Title]
[Date]