

SERFF Tracking Number: CMPL-127095068 State: Arkansas  
Filing Company: American Medical and Life Insurance Company State Tracking Number: 48328  
Company Tracking Number: AMLI - IAB ASSN 3-2011  
TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity  
Product Name: AMLI - IAB Assn 3-2011  
Project Name/Number: AMLI - IAB Assn 3-2011/AMLI - IAB Assn 3-2011

## Filing at a Glance

Company: American Medical and Life Insurance Company

Product Name: AMLI - IAB Assn 3-2011 SERFF Tr Num: CMPL-127095068 State: Arkansas

TOI: H14G Group Health - Hospital Indemnity SERFF Status: Closed-Approved-  
Closed State Tr Num: 48328

Sub-TOI: H14G.000 Health - Hospital Indemnity Co Tr Num: AMLI - IAB ASSN 3-  
2011 State Status: Approved-Closed

Filing Type: Form

Author: Nancy French

Date Submitted: 03/24/2011

Reviewer(s): Rosalind Minor

Disposition Date: 03/31/2011

Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: AMLI - IAB Assn 3-2011

Project Number: AMLI - IAB Assn 3-2011

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Group Market Type: Association

Filing Status Changed: 03/31/2011

State Status Changed: 03/31/2011

Created By: Nancy French

Corresponding Filing Tracking Number:

Filing Description:

To: Arkansas Department of Insurance

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Large

Overall Rate Impact:

Deemer Date:

Submitted By: Nancy French

Re: American Medical and Life Insurance Company

NAIC #81418 FEIN #13-2562243

Out-of-State Association Filing of Group Accident and Sickness Benefit Forms: AMLI GRP LM 2009 CERT - DC, et al  
(see attached list of forms)

Dear Commissioner:

SERFF Tracking Number: CMPL-127095068 State: Arkansas  
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Compliance Research Services is pleased to submit the enclosed forms on behalf of American Medical and Life Insurance Company (AMLI). A letter of filing authorization is enclosed.

The purpose of this submission is to allow AMLI to provide group accident and sickness coverage to residents of your state who are members of the International Association of Benefits (IAB), a bona fide association based in the District of Columbia. We have included the association bylaws and other documents providing information on the association, its marketing and membership. Coverage will be provided to individual association members and their dependents. It will not be issued to employers who are affiliated with the association.

The policy provides coverage for accidents, hospital confinement, hospital intensive care unit confinement, surgery, skilled nursing facility confinement, hospital admission, doctor office visit, preventive care, urgent care/emergency room, diagnostic tests, prescriptions, ambulance, mental health, chemical dependency, diabetes, accidental death and dismemberment, dental and term life.

PLEASE NOTE: The forms were previously approved by your Department under SERFF #CMPL-126317166 on September 30, 2009 for issue to another association. At this time we request your approval to issue them to Arkansas members of IAB.

Variable areas of the certificate are set off in brackets. These include "John Doe" information, the ranges of benefits that will be offered, and benefit options.

We have enclosed the certificate of coverage for your review and approval. It includes the mandated benefits required under the laws of the District of Columbia, the jurisdiction of issue of the master policy. The enclosed amendatory endorsement adds provisions that are required for certificates issued to association members who are residents of your state. Members will apply for coverage with the enclosed enrollment form.

The enclosed forms are new and do not replace any forms currently on file with your Department. We have included any transmittals and certifications required by your Department.

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

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applicable, the Federal ESIGN Act.

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

If you have questions concerning this filing, please contact me at 513-984-6050 or at dsimon@crssolutionsgroup.com.

Sincerely,

J. David Simon, CLU  
President

American Medical and Life Insurance Company  
NAIC #81418 FEIN #13-2562243  
Out-of-State Association Filing of Group Accident and Sickness Benefit Forms:

Form No. Description

AMLI GRP LM 2009 CERT - DC Certificate of Coverage  
AMLI GRP LM 2009 SCHED – DC Group Accident and Sickness Health Insurance Certificate Schedule  
GRP LM 2009 AE DC AR (7/09) Amendatory Endorsement  
AMLI GRP LM 2009 ENRL – DC Enrollment Form

## Company and Contact

### Filing Contact Information

Nancy French, Product Manager nrfrench@crssolutionsgroup.com  
10921 Reed Hartman Highway 513-984-6050 [Phone]

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Suite 334 513-984-7212 [FAX]  
 Cincinnati, OH 45242

**Filing Company Information**

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

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

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**Filing Fees**

Fee Required? Yes  
 Fee Amount: \$200.00  
 Retaliatory? No  
 Fee Explanation: 50 per form = 4 forms = 200  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Medical and Life Insurance Company	\$200.00	03/24/2011	45924476

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	03/31/2011	03/31/2011

### 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	03/28/2011	03/28/2011	Nancy French	03/31/2011	03/31/2011

*SERFF Tracking Number:* CMPL-127095068 *State:* Arkansas  
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## **Disposition**

Disposition Date: 03/31/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Articles of Incorporation	Approved-Closed	Yes
Supporting Document	Current Association By Laws	Approved-Closed	Yes
Supporting Document	Statement of Variability	Approved-Closed	Yes
Supporting Document	Filing Authorization Letter	Approved-Closed	Yes
Supporting Document	Certification	Approved-Closed	Yes
Form	Certificate of Coverage	Approved-Closed	Yes
Form	Group Accident and Sickness Health Insurance Certificate Schedule	Approved-Closed	Yes
Form (revised)	Amendatory Endorsement	Approved-Closed	Yes
Form	Amendatory Endorsement	Replaced	Yes
Form	Enrollment Form	Approved-Closed	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 03/28/2011

Submitted Date 03/28/2011

Respond By Date

Dear Nancy French,

This will acknowledge receipt of the captioned filing.

Objection 1

- Certificate of Coverage, AMLI GRP LM 2009 CERT - DC (Form)

Comment:

With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-108(4) and Bulletin 14-81.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

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## Response Letter

Response Letter Status Submitted to State  
 Response Letter Date 03/31/2011  
 Submitted Date 03/31/2011

Dear Rosalind Minor,

### Comments:

Thank you for your review of the above referenced filing. This letter is intended to address the comments you have raised in connection with the American Medical filing.

### Response 1

Comments:

The handicapped dependents extension provision has been revised to remove the time limit set for providing proof of incapacity. Please refer to item #6 in Amendatory Endorsement form GRP LM 2009 AE DC AR (3/11).

Amendatory Endorsement form GRP LM 2009 AE DC AR (3/11) will replace previously approved Amendatory Endorsement form GRP LM 2009 AE DC AR (7/09).

### Related Objection 1

Applies To:

- Certificate of Coverage, AMLI GRP LM 2009 CERT - DC (Form)

Comment:

With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-108(4) and Bulletin 14-81.

### Changed Items:

No Supporting Documents changed.

### Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific	Readability Score	Attach Document

<i>SERFF Tracking Number:</i>	CMPL-127095068	<i>State:</i>	Arkansas
<i>Filing Company:</i>	American Medical and Life Insurance Company	<i>State Tracking Number:</i>	48328
<i>Company Tracking Number:</i>	AMLI - IAB ASSN 3-2011		
<i>TOI:</i>	H14G Group Health - Hospital Indemnity	<i>Sub-TOI:</i>	H14G.000 Health - Hospital Indemnity
<i>Product Name:</i>	AMLI - IAB Assn 3-2011		
<i>Project Name/Number:</i>	AMLI - IAB Assn 3-2011/AMLI - IAB Assn 3-2011		
<b>Amendatory</b>	GRP LM	Certificate Amendment, Initial	46.100 AR DC
<b>Endorsement</b>	2009 AE	Insert Page, Endorsement	Shelf AE
	DC AR	or Rider	v3.pdf
	(7/09)		
<b>Previous Version</b>			
<b>Amendatory</b>	GRP LM	Certificate Amendment, Initial	46.100 AR DC
<b>Endorsement</b>	2009 AE	Insert Page, Endorsement	Shelf AE-
	DC AR	or Rider	.pdf
	(7/09)		

No Rate/Rule Schedule items changed.

Thank you

Sincerely,  
Nancy French

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## Form Schedule

### Lead Form Number: AMLI GRP LM 2009 CERT - DC

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 03/31/2011	AMLI GRP LM 2009 CERT - DC	Certificate	Certificate of Coverage	Initial		49.000	AMLI GRP LM 2009 CERT DC Shelf.pdf
Approved-Closed 03/31/2011	AMLI GRP LM 2009 SCHED – DC	Schedule Pages	Group Accident and Sickness Health Insurance Certificate Schedule	Initial		45.800	AMLI GRP LM 2009 SCHED DC Shelf.pdf
Approved-Closed 03/31/2011	GRP LM 2009 AE DC AR (7/09)	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Amendatory Endorsement	Initial		46.100	AR DC Shelf AE v3.pdf
Approved-Closed 03/31/2011	AMLI GRP LM 2009 ENRL DC AR (7/09)	Application/ Enrollment Form	Enrollment Form	Initial		0.000	AR AMLI GRP LM 2009 ENRL DC Shelf-.pdf

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

**GROUP ACCIDENT AND SICKNESS HEALTH INSURANCE**

**THIS COVERAGE PROVIDES BENEFITS DUE TO ACCIDENT AND SICKNESS. THIS CERTIFICATE EXPLAINS THE BENEFITS PROVIDED UNDER THE GROUP HEALTH INSURANCE POLICY. BENEFITS PROVIDED ARE NOT INTENDED TO COVER ALL MEDICAL EXPENSES.**

**CERTIFICATE OF COVERAGE**

**Issued under the terms of**

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

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

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

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

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

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

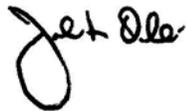
The Policy and this Certificate may be changed in whole or in part or cancelled as stated in the Policy. Such action may be taken without the consent of or notice to any Covered Person. Only an authorized officer at Our home office can approve a change. The approval must be in writing and endorsed on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

The male pronoun includes the female whenever used.

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

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

For American Medical and Life Insurance Company:



Chairman, President and CEO



Executive Vice President & Chief Compliance Officer

**Please read this Certificate carefully.  
THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.**

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## **CERTIFICATE SCHEDULE**

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

AMLI GRP LM 2007-SCHED - DC      Certificate Schedule

## **GENERAL DEFINITIONS**

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

### **Accident**

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

### **Ancillary Services**

Ancillary services means standard medical procedures that are reasonably necessary for the diagnosis and treatment of a patient.

### **Confined or Confinement**

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

### **Covered Accident**

A *Covered Accident* is an Accident which:

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

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

### **Covered Sickness**

A *Covered Sickness* means a Sickness which:

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

### **Doctor or Physician**

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

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

### **Emergency services**

Emergency services means:

- Health care services furnished in the emergency department of a hospital for the treatment of a medical emergency;
- Ancillary services routinely available to the emergency department of a hospital for the treatment of a medical emergency; and

- Emergency medical services transportation.

### **Experimental/Investigational**

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

- The drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration and approval for marketing has not been given at the time the drug or device is furnished;
- The informed consent document utilized with the drug, device, medical care or treatment states or indicates that the drug, device, medical care or treatment is part of a clinical trial, experimental phase or investigational phase or if such a consent document is required by law;
- The drug, device, medical care or treatment or the patient informed consent document utilized with the drug, device or medical care or treatment was reviewed and approved by the treating facility's Institutional Review Board or other body serving a similar function, or if federal or state law requires such review and approval;
- Reliable evidence shows that the drug, device or medical care or treatment is the subject of ongoing Phase I or Phase II clinical trials, is the research, experimental study or investigational arm of ongoing Phase III clinical trials, or is otherwise under study to determine the maximum tolerated dose, its toxicity, its safety, its efficacy or its efficacy as compared with a standard means of treatment or diagnosis.

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

We will not limit or deny coverage, or impose additional conditions on the payment for the coverage, of routine patient care costs of items, drugs, and services furnished to a Covered Person in connection with participation in an approved clinical trial. We will not pay for costs of items, services, or drugs that are customarily provided by the sponsors of an approved clinical trial,

"Approved clinical trial" means:

- A clinical research study or clinical investigation approved or funded in full or in part by one or more of the following:
  - (i) The National Institutes of Health;
  - (ii) The Centers for Disease Control and Prevention;

- (iii) The Agency for Health Care Research and Quality;
- (iv) The Centers for Medicare and Medicaid Services;
- (v) A bona fide clinical trial cooperative group, including the National Cancer Institute Clinical Trials Cooperative Group, the National Cancer Institute Community Clinical Oncology Program, the AIDS Clinical Trials Group, and the Community Programs for Clinical Research in AIDS; or
- (vi) The Department of Defense, the Department of Veterans Affairs, or the Department of Energy, or a qualified nongovernmental research entity to which the National Cancer Institute has awarded a support grant;
- A study or investigation approved by the Food and Drug Administration ("FDA"), including those conducted under an investigational new drug or device application reviewed by the FDA; or
- An investigation or study approved by an Institutional Review Board registered with the Department of Health and Human Services that is associated with an institution that has a federal-wide assurance approved by the Department of Health and Human Services specifying compliance with 45 C.F.R. Part 46.

### **Hospital**

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

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

### **Hospital Intensive Care Unit**

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

- is a specifically designated area of the Hospital called an Intensive Care Unit that is restricted to patients who are critically ill or injured and who require intensive, comprehensive observation and care;

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

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

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

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

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

### **Medical Emergency**

Medical emergency means the sudden onset or sudden worsening of a medical condition that manifests itself by symptoms of sufficient severity, including severe pain, that the absence of immediate medical attention could reasonably be expected by a prudent lay person, who possesses an average knowledge of health and medicine, to result in:

- Placing the patient's health in serious jeopardy;
- Serious impairment to bodily functions; or
- Serious dysfunction of any bodily organ or part.

### **Medically Necessary**

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

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

- it is experimental/investigational treatment.

The fact that a Physician may prescribe, authorize, or direct a service does not, of itself, make it Medically Necessary or covered by the Policy.

**Named Insured**

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

**Observation Unit**

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

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

**Policy Year**

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

**[Pre-existing Condition**

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

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

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

**Sickness**

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

**Skilled Nursing Facility**

*Skilled Nursing Facility* means a facility that is operated pursuant to law and is primarily engaged in providing

room and board accommodations and skilled nursing care under the supervision of a duly licensed Physician.

**Waiting Period**

*Waiting period* means the period of time a person must be [an active, full-time employee] [a member in good standing] of the Holder before becoming eligible for coverage. The Waiting Period is shown on the Certificate Schedule.

**ELIGIBILITY AND EFFECTIVE DATE**

**Effective Dates of Coverage**

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

**Eligibility**

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

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

**Enrollment**

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

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

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

**Delayed Effective Date of Coverage**

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

**Who is Covered By This Certificate**

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

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

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

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

*Dependent children* means:

- any unmarried natural children, step-children, legally adopted children or children placed into Your custody for adoption who is under the age of 19 years of age; and
- any unmarried children who are 19 years of age to age 26 years of age if the child:
  - a. is attending an accredited school full-time; and
  - b. chiefly dependent upon you for support and maintenance.

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

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

Coverage for the Named Insured's newborn children:

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

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

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

We will cover the Named Insured's adopted child(ren) from the moment of birth if You take physical custody of the infant upon the infant's release from the hospital and consent to the adoption has not been revoked. However, coverage of the initial hospital stay shall not be required where a natural parent has insurance coverage available for the infant's care.

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

- the date of placement for the purpose of adoption; or

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

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

Coverage will continue for the adopted child unless the placement is disrupted prior to the final adoption; and

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

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

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

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

## **DESCRIPTION OF BENEFITS**

### **[ACCIDENT MEDICAL BENEFIT**

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

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

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

Covered charges for this benefit are:

- Hospital room and board and general nursing services;
- Hospital miscellaneous expense for medical services and supplies including emergency services;
- operating and recovery room;
- Physician charges for medical treatment including performing a surgical procedure;
- diagnostic tests performed by a Physician including laboratory fees and x-rays;
- the cost of giving an anesthetic;
- a private duty nurse;

- prescription drugs;
- rental of durable medical equipment (if the purchase price is less than the rental, the maximum amount payable will be the purchase price);
- artificial limbs, eyes and other prosthetic devices, except replacement;
- casts, splints, trusses, crutches and braces, except dental braces;
- oxygen and rental of equipment for the administration of oxygen;
- physiotherapy given by a licensed physical therapist acting within the scope of their license.

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

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

### **[HOSPITAL CONFINEMENT BENEFITS**

#### **Hospital Confinement Benefit**

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

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

We will not pay this benefit for:

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

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

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

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

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

We will pay the Hospital Intensive Care Unit Confinement Benefit, shown on the Certificate Schedule, if a Covered Person incurs charges for and is Confined to a Hospital Intensive Care Unit as the result of injuries

received in a Covered Accident or due to a Covered Sickness. The Confinement to a Hospital Intensive Care Unit must begin while the coverage is in force.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

We will not pay this benefit for:

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

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

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

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

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

We will not pay this benefit for:

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

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

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

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

We will pay the Doctor's Office Visit Benefit, shown on the Certificate Schedule, if a Covered Person incurs charges for and requires a Doctor's office visit due to

injuries received in a Covered Accident or due to a Covered Sickness. The visit must occur:

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

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

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

Doctor's office visits include habilitative services for children if any Covered Person under the age of 21 years incurs charges for habilitative services. Benefits will not be provided for habilitative services actually delivered through early intervention or school services.

For the purposes of this provision, "habilitative services" means services, including occupational therapy, physical therapy, and speech therapy, for the treatment of a child with a congenital or genetic birth defect to enhance the child's ability to function.

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

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

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

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

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

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

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

- Blood test for triglycerides
- Bone marrow testing
- Breast ultrasound
- CA 15-3 (blood test for breast cancer)
- CA 125 (blood test for ovarian cancer)
- CEA (blood test for colon cancer)
- Chest X-ray
- Colonoscopy or virtual colonoscopy

- Eye exam performed by a licensed optometrist or ophthalmologist
- Fasting blood glucose test
- Flexible sigmoidoscopy
- Hemoccult stool analysis
- PSA (blood test for prostate cancer)
- Serum Protein Electrophoresis (blood test for myeloma)
- Stress test on a bicycle or treadmill
- Thermography
- A baseline mammogram for women;
- An annual screening mammogram for women;
- An annual cervical cytologic screening for women;
- A cervical cytologic screening for women upon certification by an attending Physician that the test is Medically Necessary;
- A colorectal cancer screening that is in compliance with American Cancer Society colorectal cancer screening guidelines; and
- A prostate cancer screening in accordance with the latest screening guidelines issued by the American Cancer Society for the ages, family histories, and frequencies referenced in such guidelines.
- for child health screening services for a Covered Person from birth to age 21. Services will be consistent with the standards and schedules of the American Academy of Pediatrics.

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

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

For the purposes of this provision:

- "Baseline mammogram" means a screening mammogram that is used as a comparison for future examinations;
- "Screening mammogram" means a low dose x-ray used to visualize the internal structure of the breast; and
- "Cytologic screening" means a pap test to detect cervical cancer through the simple microscopic examination of cells scraped from the surface of the cervix.

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

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

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

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

Services must be rendered by a Physician.

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

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

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

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

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

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

The Diagnostic Test must be performed:

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

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

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

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

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

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

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

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

#### **[PRESCRIPTION BENEFIT**

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

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

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

This benefit will be paid for any hormone replacement therapy that is prescribed or ordered for treating symptoms and conditions of menopause.

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

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

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

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

#### **[AMBULANCE BENEFIT**

We will pay the Ambulance Benefit shown on the Certificate Schedule, if a licensed professional ambulance company transports a Covered Person by ground or air transportation to or from a Hospital or between medical facilities, where treatment is received as the result of a Covered Sickness or Accident. The Covered Person must incur charges while the coverage is in force for professional ambulance service to receive this benefit. The ambulance transportation must be within 90 days after a Covered Sickness or Accident. We will pay this amount once per Covered Sickness or Accident.

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

#### **MENTAL HEALTH BENEFITS**

##### **Inpatient Benefits**

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

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

##### **Outpatient Benefits**

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

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

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

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

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

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

Benefits for detoxification services as a consequence of chemical dependence are subject to the Detoxification Maximum Benefit, shown on the Certificate Schedule, of 12 days of active treatment per Policy Year per Family.

Benefits for rehabilitation services are subject to the Rehabilitation Maximum Benefit, shown on the Certificate Schedule, of 60 days of inpatient care per Policy Year per Family.

For Outpatient Benefit, We will pay the Chemical Abuse and Dependence Outpatient Benefit, shown on the Certificate Schedule, for Covered Persons receiving outpatient services for Chemical Abuse and Dependency.

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

## **DIABETES SUPPLIES, EQUIPMENT AND SELF-MANAGEMENT EDUCATION BENEFIT**

We will pay the Diabetes Supplies, Equipment and Self-Management Education Benefit, shown on the Certificate Schedule, if any Covered Person incurs charges for the equipment, supplies, and other outpatient self-management training and education, including medical nutritional therapy, for the treatment of insulin-dependent diabetes, insulin-using diabetes, gestational diabetes, and non-insulin using diabetes if prescribed by a Physician legally authorized to prescribe such item.

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

### **[Accidental Death Benefit**

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

### **[Dismemberment Benefit**

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

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

### **Proof of Loss**

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

### **Beneficiary**

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

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

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

### **Change of Beneficiary**

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

### **[DENTAL BENEFIT**

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

### **[TERM LIFE BENEFIT**

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

## **LIMITATIONS AND EXCLUSIONS**

We will not pay benefits for:

Treatment, services or supplies which:

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

### **Additional Limitations and Exclusions**

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

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

**Elective Procedures and Cosmetic Surgery** – Cosmetic surgery, except that cosmetic surgery shall not include reconstructive surgery when such service is incidental to or follows surgery resulting from trauma, infection or other disease of the involved part and reconstructive surgery because of congenital disease or anomaly of a covered dependent child which has resulted in a functional defect. In the case of a Covered Person who is receiving benefits in connection with a mastectomy and who elects breast reconstruction in connection with such mastectomy, We will pay the Surgery Benefit, shown on the Certificate Schedule for:

- All stages of reconstruction of the breast on which the mastectomy has been performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- Prostheses and physical complications at all stages of mastectomy, including lymphedemas.

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

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

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

**War or Act of War.** War or act of war (whether declared or undeclared; participation in a felony, riot or insurrection; service in the Armed Forces or units auxiliary thereto. Losses as a result of acts of terrorism committed by individuals or groups will not be excluded from coverage unless the Covered Person who suffered the loss committed the act of terrorism.

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

**[Pre-existing Condition Limitation**

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

This limitation does not apply to:

- genetic information in the absence of a diagnosis of the condition related to such information;
- a newborn child who is enrolled in the plan within 30 days after birth; nor to a child who is adopted or placed for adoption before attaining 18 years of age; and as of the last day of the 30-

day period beginning on the date of birth, adoption or placement for adoption, is covered under creditable coverage; and

- pregnancy.

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

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

**TERMINATION OF INSURANCE**

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

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

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

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

## **Extension of Benefits**

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

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

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

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

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

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

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

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

Coverage will end on each Dependent child when they no longer qualify as a Dependent as defined in the Certificate. It is the Named Insured's responsibility to notify Us if any Dependent no longer qualifies as an eligible Dependent. If this is family coverage and all of the dependents no longer qualify as eligible dependents and We are not notified, the extent of Our liability will be to refund premium for the time period for which they did not qualify. Coverage will not end on a Dependent child who reaches the limiting age if that child is incapable of self-sustaining employment by reason of mental illness, developmental disability, mental retardation as defined in the mental hygiene law or physical handicap and who became so incapable prior to the attainment of the age at which dependent coverage would otherwise terminate and who is dependent upon such employee or member for support and maintenance. Proof of retardation or the disability and dependency must be furnished to Us within 31 days of the child's attainment of the limiting age and subsequently, as may be required by Us. However, proof may not be required more often than annually after the first 2 years following the child's attainment of the limiting age.

## **PREMIUMS**

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

The premiums for the coverage must be paid to Us at Our home office when they are due. The initial rates for the coverage provided by the Policy are shown on the Certificate Schedule.

The premium due dates are based on:

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

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

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

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

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

We have the right to change the premium We charge. If We plan to make a change, We will send You a notice at least 45 days before We make it.

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

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

## **GENERAL PROVISIONS**

### **Entire Contract; Changes**

The Policy is a legal contract between the Holder and Us. The Policy is issued in consideration for the application(s) and payments, called premiums.

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

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

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

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

### **Incontestability**

Any statement made by the Holder or a Named Insured, except for fraudulent misstatements, is considered a representation and not a warranty. A copy of the statement will be provided to the Holder or the Named Insured, whoever made the statement. No statement will be used to contest the Policy, the validity of coverage or reduce benefits unless it is in writing, signed by the Holder or Named Insured.

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

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

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

### **Conformity with State Statutes**

If any provision of the Policy is contrary to any law to which it is subject, such provision is hereby amended to conform to the minimum requirements of such law.

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

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

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

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

office. When We receive the statement describing the loss, We will send him claim forms within 15 days. If he does not receive claim forms, his written statement along with the proof of loss will be used to process his claim.

### **Proof of Loss**

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

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

### **Payment of Claim**

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

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

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

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

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

### **Physical Examinations**

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

### **Legal Action**

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

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

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

[Named Insured: [John Employee]]

Certificate Schedule Number: [123]

Group Policy Number: [12345]

Policy Holder: [XYZ Company]

Certificate Effective Date: [January 1, 2006]

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

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

1. Description of Eligible Classes

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

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

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

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

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

2. Eligibility Period: [31 days]

3. Waiting Period [0-90] days

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

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

6. Benefits:

<b>[ Accident Medical Benefit</b>	
Accident Medical Benefit Deductible	[\$[250] per Policy Year per Covered Person
Accident Medical Benefit	[80]%
Accident Medical Maximum Benefit	[\$[500] per Policy Year per Covered Person]
<b>[ Hospital Confinement Benefits</b>	
Hospital Confinement Benefit	[\$[300] per day of confinement
Maximum Benefit	[60] days per Policy Year per Family]
[Hospital Intensive Care Unit Confinement Benefit	[\$[600] per day of confinement
Maximum Benefit Period	Up to [15] days per Policy Year per Family]

<b>[Surgery Benefit</b>	
[Option 1: Maximum Benefit per Surgery	The lesser of the charge incurred or; \$[3,500]
Maximum Benefit	\$[20,000]] per Policy Year per Family]
[Option 2: Maximum Benefit per Surgery	[50% - 100%] [2006] RBRVS
Maximum Benefit	\$[3,500]] per Policy Year per Family]
Anesthesia Benefit	[25] % of surgical benefit.]
<b>[ Skilled Nursing Facility Benefit</b>	
Skilled Nursing Facility Benefit	\$[200] per day of confinement
Maximum Benefit	Up to [60] days per Policy Year per Family]
<b>[ Hospital Admission Benefit</b>	
Hospital Admission Benefit	\$[250 - \$2,000] per admission
Maximum Benefit	\$[2,000 – 10,000 in \$1,000 increments] per Policy Year per Family]
<b><u>Doctor's Office Visit Benefits</u></b>	
Doctor's Office Benefit	\$[50] per visit
Maximum Benefit	[3] visits per Policy Year per Covered Person
<b><u>Preventive Care Test Benefit</u></b>	
Preventive Care Test Benefit	\$[50] per Test
Maximum Benefit	[1] Tests per Policy Year per Covered Person
<b>[ Urgent Care/Emergency Room Benefit</b>	
Urgent Care/Emergency Room Benefit	\$[50] per Visit
Maximum Benefit	[3] Visits per Policy Year per Covered Person]
<b>[ Diagnostic Tests, X-ray and Laboratory Benefit</b>	
Diagnostic Test Benefit	\$[100] per day
Maximum Benefit	[3] Tests per Policy Year per Covered Person]
<b>[ Prescription Benefit</b>	
Prescription Benefit	\$[20] per prescription
Maximum Benefit	[2] prescriptions per month per Covered Person]
<b>[ Ambulance Benefit</b>	
Ambulance Benefit	\$[100] per covered sickness/accident per Covered Person
Maximum Number of Benefits	[3] per Policy Year per Family.]
<b><u>Mental Health Benefit</u></b>	
Mental Health Inpatient Benefit	\$[300] per day
Mental Health Inpatient Maximum Benefit	60 days per Policy Year per Family
Mental Health Outpatient Benefit	\$[50] per treatment
Mental Health Outpatient Maximum Benefit	\$[700] per Policy Year per Family

<b>Chemical Abuse and Dependence Diagnosis and Treatment Benefit</b>		
Chemical Abuse and Dependence Diagnosis and Treatment Benefit	[\$300] per day	
Detoxification Maximum Benefit	12 Days of Active Treatment per Policy Year per Family	
Inpatient Rehabilitation Maximum Benefit	60 Days per Policy Year per Family	
Chemical Abuse and Dependence Outpatient Benefit	[\$50] per treatment	
<b>Diabetes Supplies, Equipment and Self-Management Education Benefit</b>		
Diabetes Supplies, Equipment and Self-Management Education Benefit	[\$100] per Policy Year per Covered Person	
<b>[ Accidental Death [and Dismemberment Benefit]</b>		
Accidental Death Benefit	[\$5,000]	
[Dismemberment Benefit	\$[5,000] Loss of both hands or both feet - 100% Loss of sight of both eyes - 100% Loss of one hand and one foot - 75% Loss of one hand and sight of one eye - 50% Loss of one foot and sight of one eye - 50% Loss of one hand - 25% Loss of one foot and sight of one eye - 25% Loss of sight of one eye - 25%]]]	
<b>[ Dental Benefit</b>		
Dental Benefit Deductible	[\$50.00] per Policy Year per Covered Person	
<b>Procedure Number</b>	<b>Description of Services</b>	<b>Maximum Covered Charge</b>
<b>PREVENTIVE PROCEDURES</b>		
<b>ORAL EXAMINATIONS</b>		
D0120	Periodic oral examination (limited to one examination every 6 months) provided no other procedure is performed during the same visit	[\$17.00]
D0140	Limited oral evaluation/problem focused	[\$27.00]
D0150	Comprehensive oral evaluation (limited to one examination per coverage year)	[\$27.00]
D9110	Palliative (Emergency) treatment, per visit	[\$38.00]
<b>X-RAY AND PATHOLOGY</b>		
(Except for injuries, covered charge includes examination and diagnosis.)		
D0210	Intraoral (including bitewings) (limited to once every 3 years)	[\$40.00]
D0220	Intraoral - Single film/initial	[\$7.00]
D0230	Intraoral - Each additional	[\$7.00]
D0240	Intraoral occlusal view, maxillary or mandibular, each (limited to once every 36 consecutive months)	[\$10.00]
D0250	Extraoral – Single film/initial	[\$11.00]
D0260	Extraoral - Each additional	[\$9.00]
D0270	Bitewing – Single film (limited to once every 6 months)	[\$8.00]
D0272	Bitewing films, 2 films (limited to once every 6 months)	[\$12.00]
D0274	Bitewing films, 4 (limited to once every 6 months)	[\$17.00]
<b>PROPHYLAXIS AND FLUORIDE APPLICATIONS</b>		
D1110	Prophylaxis for individuals age 14 or over, treatments to include scaling and polishing (limited to one treatment every 6 months)	[\$30.00]
D1120	Prophylaxis for children under age 14 (limited to one treatment every 6 months)	[\$20.00]
D1203	Topical application of fluoride/child (limited to one treatment per 6 consecutive months)	[\$12.00]
D1204	Topical application of fluoride/adult (limited to one treatment per 6 consecutive months)	[\$12.00]
D1351	Sealant, per tooth	[\$16.00]

**BASIC PROCEDURES**

**AMALGAM RESTORATIONS — PRIMARY/PERMANENT TEETH**

D2140	Amalgam - 1 surface	\$[35.00]
D2150	Amalgam - 2 surfaces	\$[45.00]
D2160	Amalgam - 3 surfaces	\$[56.00]
D2161	Amalgam - 4 or more surfaces	\$[64.00]

**SYNTHETIC RESTORATIONS**

D2330	Resin-based composite - 1 surface, anterior	\$[42.00]
D2331	Resin-based composite - 2 surfaces, anterior	\$[55.00]
D2332	Resin-based composite - 3 surfaces, anterior	\$[67.00]
D2335	Resin-based composite - 4 or more surfaces, or involving incisal angle, anterior	\$[71.00]
D2390	Resin-based composite crown - anterior primary	\$[77.00]
D2391	Resin-based composite - 1 surface, posterior	\$[50.00]
D2392	Resin-based composite - 2 surfaces, posterior	\$[68.00]
D2393	Resin-based composite - 3 or more surfaces, posterior	\$[85.00]

**ORAL SURGERY**

(Includes local anesthesia and routine post-operative care).

**EXTRACTIONS**

D7140	Extraction - Erupted tooth of exposed root	\$[39.00]
D7220	Removal of impacted tooth – Soft tissue	\$[45.00]
D7230	Removal of impacted tooth – Partially bony	\$[70.00]
D7240	Removal of impacted tooth – Completely bony	\$[85.00]
D7241	Removal of impacted tooth – Completely bony with unusual surgical complications	\$[85.00]
D7250	Surgical removal of residual tooth roots	\$[30.00]
D7510	Incision and drainage of abscess	\$[45.00]
D9220	General anesthesia	\$[52.00]

**PERIODONTICS**

D4341	Periodontal scaling and root planing, per quadrant	\$[72.00]
D4355	Full mouth debridement to enable comprehensive periodontal evaluation and diagnosis	\$[50.00]
D4910	Periodontal maintenance procedures following active therapy, periodontal prophylactic	\$[3.00]

**ENDODONTICS (excluding final restoration)**

D3220	Therapeutic pulpotomy	\$[125.00]
D3310	Complete root canal therapy - Anterior	\$[125.00]
D3320	Complete root canal therapy – Bicuspid	\$[135.00]
D3330	Complete root canal therapy - Molar	\$[140.00]

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

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



## ARKANSAS AMENDATORY ENDORSEMENT

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

1. The face page of the Certificate is amended by the deletion of the title "GROUP ACCIDENT AND SICKNESS HEALTH INSURANCE". The title "LIMITED GROUP ACCIDENT AND SICKNESS HEALTH INSURANCE" is substituted in its place.
2. The disclosure statement at the top of the face page of the Certificate is deleted in its entirety. The following is substituted in its place.

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

3. The third paragraph on the face page of the Certificate is deleted in its entirety. The following is substituted in its place:

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

4. The Certificate Schedule is amended by the deletion of the title "GROUP ACCIDENT AND SICKNESS HEALTH INSURANCE CERTIFICATE SCHEDULE". The title "LIMITED GROUP ACCIDENT AND SICKNESS HEALTH INSURANCE CERTIFICATE SCHEDULE" is substituted in its place.
5. The "Coverage for the Named Insured's adopted child(ren)" provision in the "Eligibility and Effective Date" section is deleted in its entirety. The following shall be substituted in its place:

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

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

We will cover the Named Insured's adopted child(ren) from the moment of birth if You take physical custody of the infant upon the infant's release from the hospital and consent to the adoption has not been revoked. However, coverage of the initial hospital stay shall not be required where a natural parent has insurance coverage available for the infant's care.

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

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

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

Coverage will continue for the adopted child unless the placement is disrupted prior to the final adoption; and

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

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

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

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

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

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

6. The last paragraph of the "When Coverage Ends on the Named Insured's Spouse and/or Dependents" provision in the "Termination of Insurance" section is deleted in its entirety. The following is substituted in its place:

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

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

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

There are no other changes to the certificate.

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

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

Chairman, President and CEO

Executive Vice President & Chief Compliance Officer

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

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

**GENERAL INFORMATION**

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

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

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

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

**[SPOUSE AND DEPENDENT INFORMATION**

Spouse/Dependent Name	Relationship to Applicant	Date of Birth	SSN

[\*If you DO NOT ENROLL for AD&D coverage for you or your dependent(s) during the initial enrollment period, you will need to complete an evidence of insurability form, if required, for all amounts of coverage.]

**BENEFICIARY INFORMATION**

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

[This Limited Accident and Sickness Medical Plan includes a Discount Program that is not health insurance. The Program provides discounts at certain healthcare providers for medical and ancillary services. The Program does not make payments directly to the provider of services, and members are obligated to pay the provider the discounted rate at the time of service. Participating Providers are subject to change without notice and are not available in all areas. Actual savings may vary. Not available to residents of all states.]

**I understand that Limited Accident and Sickness Medical Plan covered persons are covered by group insurance benefits.**

The group insurance benefits vary depending on plan selected. These benefits are provided under a group insurance policy underwritten by American Medical and Life Insurance Company and subject to the exclusions, limitations, terms and conditions of coverage as set forth in the insurance certificate which includes, but is not limited to, limitations for pre-existing conditions. This is not basic health insurance or major medical coverage and is not designated as a substitute for basic health insurance or major medical coverage. This is an accident and sickness medical plan that provides for limitations to the coverage for each benefit. The limitations are disclosed in the policy and certificate which are made available at the time of enrollment.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud as determined by a court of law.

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

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

SERFF Tracking Number: CMPL-127095068 State: Arkansas  
 Filing Company: American Medical and Life Insurance Company State Tracking Number: 48328  
 Company Tracking Number: AMLI - IAB ASSN 3-2011  
 TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity  
 Product Name: AMLI - IAB Assn 3-2011  
 Project Name/Number: AMLI - IAB Assn 3-2011/AMLI - IAB Assn 3-2011

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification	Approved-Closed	03/31/2011
<b>Comments:</b>		
<b>Attachment:</b> READABILITY CERTIFICATION - AR.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Application	Approved-Closed	03/31/2011
<b>Comments:</b> enrollment form is included.		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Articles of Incorporation	Approved-Closed	03/31/2011
<b>Comments:</b>		
<b>Attachment:</b> 1 a IAB Articles of Incorporation.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Current Association By Laws	Approved-Closed	03/31/2011
<b>Comments:</b>		
<b>Attachment:</b> 1 c Current Association By Laws 07.01.10.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Statement of Variability	Approved-Closed	03/31/2011
<b>Comments:</b>		
<b>Attachment:</b>		

SERFF Tracking Number: CMPL-127095068 State: Arkansas  
 Filing Company: American Medical and Life Insurance Company State Tracking Number: 48328  
 Company Tracking Number: AMLI - IAB ASSN 3-2011  
 TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity  
 Product Name: AMLI - IAB Assn 3-2011  
 Project Name/Number: AMLI - IAB Assn 3-2011/AMLI - IAB Assn 3-2011  
 DC Shelf - Statement of Variability.pdf

		<b>Item Status:</b>	<b>Status</b>
			<b>Date:</b>
<b>Satisfied - Item:</b>	Filing Authorization Letter	Approved-Closed	03/31/2011
<b>Comments:</b>			
<b>Attachment:</b>			
	AMLI_Filing_Authorization__2011 OCR.pdf		

		<b>Item Status:</b>	<b>Status</b>
			<b>Date:</b>
<b>Satisfied - Item:</b>	Certification	Approved-Closed	03/31/2011
<b>Comments:</b>			
<b>Attachment:</b>			
	AR_AR Certif of Compliance with Rule 19.pdf		

## READABILITY CERTIFICATION

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

**NAIC #** 81418

**FEIN #** 13-2562243

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

<u>Form No.</u>	<u>Score</u>
AMLI GRP LM 2009 CERT - DC Certificate of Coverage	49
AMLI GRP LM 2009 SCHED – DC Group Accident and Sickness Health Insurance Certificate Schedule	45.8
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Lorraine Classi  
Executive VP

March 24, 2011

**ARTICLES OF AMENDMENT TO THE  
ARTICLES OF INCORPORATION OF**

**INTERNATIONAL ASSOCIATION OF BENEFITS**

To: Department of Consumer and Regulatory Affairs  
Washington, DC

Pursuant to the provisions of the District of Columbia Non-Profit Corporation Act, the undersigned adopts the following Articles of Amendment to its Articles of Incorporation:

**FIRST:** The name of the corporation is:

International Association of Benefits

**SECOND:** The following amendments of the Articles of Incorporation were adopted by the Corporation in the manner prescribed by the District of Columbia Non-Profit Corporation Act:

Article FIRST shall be amended in its entirety to state:

FIRST: The name of the Corporation is: Independent Association of Businesses.

Article THIRD shall be amended in its entirety to state:

THIRD: This corporation is organized and shall be administered and operated exclusively to receive, administer, and expend funds for the following purposes:

(1) To promote the general advancement of small business owners, particularly those small businesses that are independently owned by self-employed individuals;

(2) To encourage the most efficient and effective organization and administration of small businesses;

(3) To promote public understanding of the role of small businesses and self-employed individuals play in the economy;

(4) To act as a clearinghouse for the dissemination of pertinent data relating to all aspects of small businesses, self-employed individuals, and to establish appropriate material and publications for such purpose;

(5) To conduct, independently or in cooperation with others, seminars, conferences, courses, and research projects as relating to small businesses and self-employed individuals;

(6) To analyze legislation pending in Congress or the state legislature that may affect small business owners, publish the results of such analysis, and endorse and support such legislation as may benefit small business owners;

(7) To engage in any and all lawful activities incidental to the foregoing purposes except as restricted herein.

In order to accomplish the foregoing purposes, and for no other purpose or purposes, this corporation shall have the powers granted by nonprofit corporations by the District of Columbia Nonprofit Corporation Act [D.C. Code, 2001 Edition, Title 29, Chapter 3], and may do all other acts necessary or expedient for the administration of the affairs and attainment of the purposes of this corporation; provided, however, that this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this corporation.

Article EIGHTH shall be amended in its entirety to state:

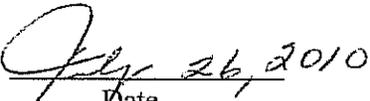
EIGHTH: Notwithstanding any other provision of these Articles, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(6) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

Article NINTH shall be amended in its entirety to state:

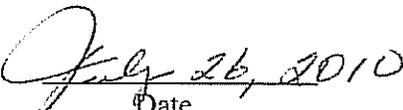
NINTH: Upon the dissolution of the corporation or the winding up of its affairs, the assets of the corporation shall be distributed exclusively for the common business interests of its members or to organizations which are then exempt from Federal tax under Section 501(c)(3) or Section 501(c)(6) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

**THIRD:** The amendment was adopted at a meeting of members held on June 8, 2010 at which a quorum was present, and the amendment received at least two-thirds of the votes which members present or represented by proxy at such meeting were entitled to cast.

By:   
President

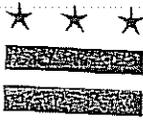
  
Date

Attest:   
Secretary

  
Date

AD487 823681

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS



CERTIFICATE

THIS IS TO CERTIFY that all applicable provisions of the District of Columbia Nonprofit Corporation Act have been complied with and accordingly, this CERTIFICATE OF AMENDMENT is hereby issued to:

INTERNATIONAL ASSOCIATION OF BUSINESSES

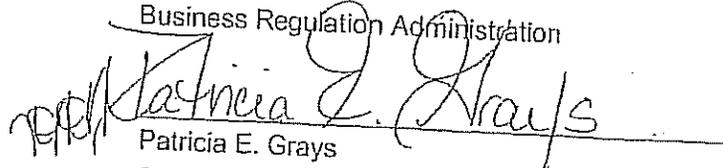
Name Changed To

INTERNATIONAL ASSOCIATION OF BENEFITS

IN WITNESS WHEREOF I have hereunto set my hand and caused the seal of this office to be affixed as of the 16th day of December, 2003.

David Clark  
DIRECTOR

John T. Drann  
Acting Administrator  
Business Regulation Administration

  
Patricia E. Grays  
Superintendent of Corporations  
Corporations Division

Anthony A. Williams  
Mayor

823681

ARTICLES OF AMENDMENT TO  
ARTICLES OF INCORPORATION  
OF

INTERNATIONAL ASSOCIATION OF BUSINESSES

TO:  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
BUSINESS AND PROFESSIONAL LICENSING ADMINISTRATION  
CORPORATIONS DIVISION  
941 NORTH CAPITOL STREET, N.E.  
WASHINGTON, D.C. 20002

Pursuant to the provisions of the District of Columbia Non-Profit Corporation Act, the undersigned adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is: International Association of Businesses.

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

1. Article FIRST is amended to read as follows:

FIRST: The name of the Corporation is International Association of Benefits

2. Article THIRD is amended to read as follows:

THIRD: The purpose or purposes for which the Association is organized are:

- (1) The fostering and promoting of research concerning the need for and availability of suitable discounted healthcare and related benefits and services to its members.
- (2) The collection and dissemination of statistics and other relevant and reliable information concerning healthcare issues and related matters.
- (3) The location and determination of suitable and appropriate healthcare and related products and services needed and desired by members.
- (4) The making available suitable discounted healthcare and related products and services to members at efficient and reasonable costs.

THIRD: The amendment was adopted in the following manner: The amendment was adopted at a meeting of the members held on November 8, 2003 at which a quorum was present, and the amendment received at least two-thirds (2/3's) of the votes which members present or represented by proxy at such meeting were entitled to cast.

DEC 7 6 2003



823681

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS  
BUSINESS REGULATION ADMINISTRATION



C E R T I F I C A T E

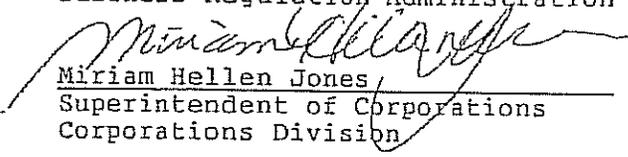
THIS IS TO CERTIFY that all applicable provisions of the DISTRICT OF COLUMBIA NONPROFIT CORPORATION ACT have been complied with and accordingly, this CERTIFICATE of Amendment is hereby issued to FAMILY SECURITY COALITION

Name Changed To:  
INTERNATIONAL ASSOCIATION OF BUSINESSES

as of July 30th, 1987.

Donald G. Murray  
Director

Henry C. Lee, III  
Acting Administrator  
Business Regulation Administration

  
Miriam Hellen Jones  
Superintendent of Corporations  
Corporations Division

Marion Barry, Jr.  
Mayor

ARTICLES OF AMENDMENT

TO THE  
ARTICLES OF INCORPORATION  
OF  
FAMILY SECURITY COALITION

FILED  
JUL 30 1987  
BY: *[Signature]*

TO: The Department of Consumer and Regulatory Affairs  
Washington, D.C.

Pursuant to the provisions of the District of Columbia Non-Profit Corporation Act, the undersigned adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is Family Security Coalition.

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

Article FIRST is amended to read as follows:

FIRST: The name of this corporation is International Association of Businesses.

Article THIRD is amended to read as follows:

THIRD: The specific and primary purposes for which this corporation is formed and for which it shall be administered and operated are to receive, administer and expend funds in connection with the following:

1. To foster and promote research concerning business needs and the social aspects of conducting business in the United States and abroad.
2. To advocate and promote the international aspects of business among commercial enterprises in the United States;
3. To collect and disseminate statistics and other information concerning businesses both in the United States and abroad;
4. To promote the common welfare and business interests of all those interested in international business.



823681

OFFICE OF RECORDER OF DEEDS, D. C.

1483

Corporation Division  
515 D Streets, N. W.  
Washington, D. C. 20001

CERTIFICATE

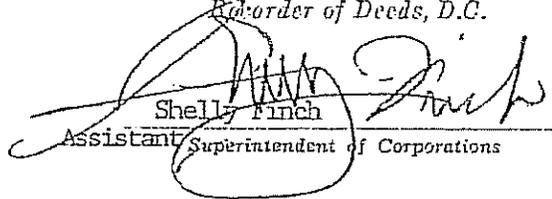
*THIS IS TO CERTIFY* that all provisions of the District of Columbia Non-profit Corporation Act have been complied with and ACCORDINGLY this Certificate of Incorporation

is hereby issued to the FAMILY SECURITY COALITION

as of the date hereinafter mentioned.

Date August 9, 1982

MARGUERITE C. STORES  
Recorder of Deeds, D.C.

  
Shelly Finch  
Assistant Superintendent of Corporations

ARTICLES OF INCORPORATION

OF

FAMILY SECURITY COALITION

FILING FEE  
INDEXING FEE

10.00  
2.00  
12.00

To: The Recorder of Deeds of the District of Columbia,  
Washington, D.C.

We, the undersigned, being natural persons of the age of 21 years or more, acting as incorporators of a corporation, do hereby adopt the following Articles of Incorporation for such corporation pursuant to the District of Columbia Nonprofit Corporation Act.

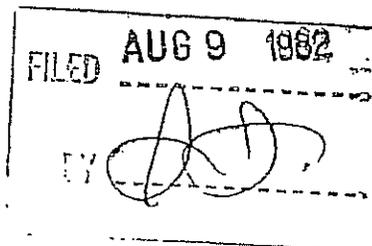
FIRST: The name of the corporation is:

FAMILY SECURITY COALITION.

SECOND: The period of duration is perpetual.

THIRD: The specific and primary purposes for which this corporation is formed and for which it shall be exclusively administered and operated are to receive, administer and expend funds for charitable and educational purposes in connection with the following:

1. To study family security programs in the United States, including the Social Security System and credible alternatives, and to publish the results of such study;
2. To promote public awareness and interest in family security;
3. To advocate changes in United States approaches to family security where such changes appear appropriate;
4. To engage in nonpartisan research, study and analysis, for the benefit of the general public on those questions affecting the public interest with respect to both the public and private sectors, and to publish the results of such study.
5. To prepare educational materials and conduct educational activities in support of the general purposes of the corporation;



6. To conduct and sponsor forums, lectures, debates and similar programs;

7. To assist other charitable, educational and social welfare organizations in the conduct of similar activities;

8. To establish in the main office or elsewhere all departments and activities necessary to carry out the purposes of the corporation;

9. To engage in any and all lawful activities incidental to the foregoing purposes except as restricted herein.

In order to accomplish the foregoing charitable and educational purposes, and for no other purpose or purposes, this corporation shall also have the power to:

(a) sue and be sued;

(b) make contracts;

(c) receive property by devise or bequest, subject to the laws regulating the transfer of property by will, and otherwise acquire and hold all property, real or personal, including shares of stock, bonds and securities of other corporations;

(d) act as trustee under any trust whose objects are related to the principal objects of the corporation, and to receive, hold, administer and expend funds and property subject to such trust;

(e) convey, exchange, lease, mortgage, encumber, transfer upon trust or otherwise dispose of all property, real or personal;

(f) borrow money, contract debts and issue bonds, notes, and debentures, and secure the payment of any performance of its obligations; and

(g) do all other acts necessary or expedient for the administration of the affairs and attainment of the purposes of the corporation;

provided, however, that this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this corporation.

FOURTH: The corporation shall have such members as determined by the Board of Directors as set forth in the bylaws.

FIFTH: No part of the net income of the corporation shall inure to the benefit of or be distributable to its trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make payments and distributions in furtherance of the purposes and objects set forth in Article THIRD hereof.

SIXTH: The business of the corporation shall be carried on through its Board of Directors; the manner of their election or appointment, other than the initial Board of Directors provided for herein, shall be as provided in the bylaws. The bylaws and other documents of the corporation may refer to the Board of Directors as the Board of Trustees.

SEVENTH: The private property of the incorporators, directors, and officers, shall not be subject to the payment of corporate debts to any extent whatever; in furtherance and not in limitation of the powers conferred by statute, the corporation is expressly authorized to carry on its business and to hold annual or special meetings of its Board of Directors in any of the states, territories or possessions of the United States, or the District of Columbia.

EIGHTH: Notwithstanding any other provision of these Articles, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(4) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.

NINTH: Upon the dissolution of the corporation or the winding up of its affairs, the assets of the corporation shall be distributed exclusively for charitable, religious, scientific, testing for public safety, literary or educational purposes to organizations which are then exempt from Federal Tax under Section 501(c)(3) or Section 501(c)(4) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent federal tax laws.

TENTH: The address, including the street and number of its initial registered office is: 1747 Pennsylvania Avenue, N.W., Washington, D.C. 20006, and the name of its initial registered agent is Alan P. Dye.

ELEVENTH: The corporation reserves the right to amend, change or repeal any provision contained in these Articles of Incorporation or to merge or consolidate this corporation with any other nonprofit corporation in the manner now or hereafter prescribed by statute, provided, however, that any such action shall be calculated exclusively to carry out the objects and purposes for which the corporation is formed, and all rights herein conferred or granted shall be subject to this reservation.

TWELFTH: The number of directors constituting the initial Board of Directors is three, but the number of directors may be increased or decreased in the manner set forth in the Bylaws, provided that the number shall not be less than three. The names and addresses, including street and number, of the persons who are to serve as the initial directors are:

<u>NAME:</u>	<u>ADDRESS:</u>
James M. Wootton	421 4th Street, S.E. Washington, D.C. 20003
John S. Danell	205 East High Street Charlottesville, Virginia 22901
Brian V. Donato	500 Court Square Charlottesville, Virginia 22901

THIRTEENTH: The name and address, including street and number of each incorporator is:

<u>NAME:</u>	<u>ADDRESS:</u>
Arthur L. Herold	1747 Pennsylvania Avenue, N.W. Washington, D.C. 20006
C. Michael Deese	1747 Pennsylvania Avenue, N.W. Washington, D.C. 20006
John W. Hazard	1747 Pennsylvania Avenue, N.W. Washington, D.C. 20006

Dated: Aug 6, 1982

Arthur L. Herold

C. Michael Deese

John W. Hazard

(Incorporators)

District of Columbia) ss:

I, Jane L. Horsley, a Notary Public, hereby certify that on the 6 day of Aug., 1982, personally appeared before me Arthur L. Herold, J Michael Deese, and John W. Hazard, who signed the foregoing document as incorporators, and declared that the statements contained therein are true.

Jane L. Horsley  
Notary Public

My commission expires: 4-14-86

NOTARY PUBLIC  
STATE OF DISTRICT OF COLUMBIA  
My commission expires on 4-14-86

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**BYLAWS**

**INDEPENDENT ASSOCIATION OF BUSINESSES**

# BYLAWS

## INDEPENDENT ASSOCIATION OF BUSINESSES

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## BYLAWS

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**INDEPENDENT ASSOCIATION OF BUSINESSES**

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## BYLAWS

### INDEPENDENT ASSOCIATION OF BUSINESSES

#### ARTICLE 1 PURPOSES AND POWERS

**1.01 PURPOSES.** This corporation is organized and shall be administered and operated exclusively to receive, administer, and expend funds to promote the common business interests of, and improve business conditions among, self-employed individuals, and small business owners.

**1.02 MISSION.** The mission of the corporation, in keeping with its general purposes is: (a) the fostering and promoting of education and research concerning the advantages and availability of suitable discounted medical, medically related, non-medical and other benefit and service programs in respect of its members; (b) the collection and dissemination of statistics and other relevant and reliable information, facts and data concerning the benefits, medical issues and other related matters; (c) the provision of a forum for members so that they may discuss the broad range of needs of small businesses and self-employed individuals; (d) the creation and publication of a compendium of current proposed state medical/insurance and other legislation favorable to small businesses and uninsured persons; (e) the provision of publications describing the corporation's position on various state and federal laws dealing with small business owners and the self-employed, and the ability of these individuals to purchase affordable services such as health care, labor, and insurance; and (f) the providing of emails, internet websites, media, newsletters, conferences, meetings, seminars, forums and other means of effective communication to members and others concerning the purposes of the corporation.

**1.03 POWERS.** The corporation shall possess all powers which a corporation may have that is organized under the District of Columbia Non-Profit Corporation Act, as the same may from time to time be amended.

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

#### ARTICLE 2 PRINCIPAL OFFICE; REGISTERED OFFICE AND AGENT

**2.01 PRINCIPAL OFFICE.** The principal office in the District of Columbia shall be at such place as the Board of Directors from time to time may designate by duly adopted resolution. The corporation may also have an office or offices at such other place or places within or without the District of Columbia as the Board of Directors may from time to time designate or the business of the corporation requires.

**2.02 REGISTERED OFFICE.** The corporation shall have and continuously maintain in the District of Columbia a registered office which may be, but need not be, the same as its principal office. The address of the registered office will be identical with the office of the registered agent of the corporation. Such office will be continuously maintained within the District of Columbia for the duration of the corporation. The Board of Directors may from time to time

change the address of its registered office by duly adopted resolution and submission of the appropriate forms to the Department of Consumer and Regulatory Affairs.

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

**2.04 CHANGE OF REGISTERED OFFICE OR AGENT.** The corporation may change its registered office or change its registered agent, or both, upon filing in the office of the Department of Consumer and Regulatory Affairs a statement setting forth such change. The change shall be authorized by the Board of Directors or by an officer so authorized by the Board of Directors. The registered agent shall be agent of the corporation upon whom any process, notice or demand required or permitted by law to be served on the corporation may be served.

**2.05 RESIGNATION OF REGISTERED AGENT.** Any registered agent may resign; however, the corporation will not recognize the resignation of any registered agent appointed by it, or the discontinuance of any registered office, unless it receives a copy of such agent's resignation, or discontinuance of the registered office, as sent to the Department of Consumer and Regulatory Affairs, such copy to be delivered or sent to the corporation registered or certified mail, addressed to the principal office of the corporation and directed to the attention of the secretary of the corporation. A copy of such notice shall be delivered or mailed no later than the date of filing of the statement with the Department of Regulatory Affairs; and such statement of resignation, or discontinuance of registered office, shall be effective on the earlier of the filing by the corporation of an amendment to the annual registration statement designating a new registered agent, or registered office if discontinued, or the thirty-first (31<sup>st</sup>) day after the date on which the statement was filed.

### **ARTICLE 3** **MEMBERSHIP**

**3.01 QUALIFICATION.** Membership in the Association shall be open to any individual who is self-employed, is a small business owner, or is interested in the legal, business or other issues of independent business owners. A member must also meet the qualifications of any class of membership as may be set out in these bylaws or by the corporation's Board of Directors. Members shall further have a shared or common interest in having a need for the education, benefits, products and/or services offered by the corporation and must subscribe to the purposes, principles and objectives of the corporation.

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

**3.03 CLASSES OF MEMBERS.** The corporation shall have the following class or classes of members, to-wit: (1) Individual Members. The designation of a class of members and the

qualifications and rights of the members of each class may be changed any time by the Board of Directors by amending the bylaws or as otherwise required by law. Divisions within each class of members may be created or changed at any time by resolution of the Board of Directors or as otherwise required by law.

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

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

**3.06 VOTING RIGHTS.** Each active member shall have voting rights and shall be entitled to one vote.

**3.07 TERMINATION OF MEMBERSHIP.** Membership in the corporation terminates upon the death of a member. A member shall be automatically ineligible for membership and shall lose all privileges, rights and benefits of the corporation when the member of any class shall be in default in the payment of dues for a period of one month from the beginning of the period from which such dues became payable, unless the board of directors, in its discretion, extends the time for payment of dues. Termination for the failure to pay dues shall be effective retroactively to the date such dues were payable and no further notice of such termination shall be required, although it may be given. Furthermore, the Board of Directors may expel or suspend a member pursuant to a procedure, duly adopted by the Board of Directors, that is fair and reasonable and carried out in good faith. The expulsion or suspension of a member, or termination of a membership, does not relieve the member from obligations the member may have to the corporation for dues, fees or charges for goods or services.

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

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

**3.10 TRANSFER OF MEMBERSHIP.** Membership in this Association is not transferable or assignable.

**3.11 DUES.** The Board of Directors shall from time to time determine the application or activation fees and amount of dues payable to the corporation by its members, classes of

members or division of members. The Board of Directors may waive any application or activation fees or dues for members.

**3.12 PAYMENT OF DUES.** Dues shall be payable monthly or annually, in advance, or in such other manner as the Board of Directors may so determine. The Association reserves the right to change the membership dues or fees after thirty (30) days notice in writing or by email to the member. A person or business may only apply for one membership in the Association.

**3.13 LIABILITY OF MEMBERS.** The members shall not have ownership rights in the corporation and shall not be personally liable for the debts, liabilities or obligation of the corporation.

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

**4.01 PLACE OF MEETINGS.** Meetings of members shall be held at the time and place, within or outside of the District of Columbia, stated in the notice of the meeting or in a waiver of notice.

**4.02 ANNUAL MEETING.** An annual meeting of the members shall be held on the day and hour to be selected by the Board of Directors for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the Board of Directors fails to call the annual meeting at the designated time, a member of the corporation may demand that the meeting be held within a reasonable time. The demand must be made in writing and sent to an officer of the corporation by register mail. If the annual meeting is not called before the 61<sup>st</sup> day after the date of demand, a member may compel the holding of such annual meeting by legal action directed against the Board of Directors, and each of the extraordinary writs of common law and of courts of equity are available to the member to compel the holding of the meeting. Failure to hold an annual meeting at the designated time does not result in the winding up and termination of the corporation.

**4.03 SPECIAL MEETINGS.** Special meetings of the members of the corporation may be called by the president, secretary, Board of Directors or by members having not less than one-tenth (1/10<sup>th</sup>) of the votes entitled to be cast at such meeting. Business transacted at a special meeting shall be confined to the purposes in the notice of the meeting.

**4.04 NOTICE OF MEETINGS.** The corporation shall provide written notice of the place, date, and time of a meeting of members of the corporation and, if the meeting is a special meeting, the purpose or purposes for which the meeting is called. The notice shall be delivered to each member entitled to vote at the meeting not later than the 10<sup>th</sup> day and not earlier than the 60<sup>th</sup> day before the date of the meeting. Notice may be delivered personally, by mail, or by facsimile or electronic message. "Mailed" is considered to be delivered on the date notice is deposited in the United States mail with postage paid in an envelope addressed to the person at the person's address as it appears on the membership records. "Transmitted by facsimile or electronic message" is considered to be delivered when the facsimile or electronic message is successfully transmitted.

**4.05 QUORUM.** The members of the corporation holding one hundred (100) of the votes entitled to be cast, in person or by proxy, constitute a quorum. The vote of the majority of the

votes entitled to be cast by the members present, or represented by proxy, at a meeting at which a quorum is present, shall be the act of the members, unless the vote of a greater number is required by law, the articles or the bylaws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the original meeting. The members present at a duly constituted meeting may continue to transact business until adjournment, despite the withdrawal of enough members to leave less than a quorum.

**4.06 VOTING OF MEMBERS.** Each member, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of members, except to the extent that the voting rights of members of any class or classes are limited, enlarged or denied by the articles or the bylaws.

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

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

**4.09. MEETINGS BY UNANIMOUS WRITTEN CONSENT.** Any action required to be or which may be taken at a meeting of the members of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the members entitled to vote with respect to the subject matter thereof, and then delivered to the secretary of the corporation for inclusion in the corporate record book. Such consent shall have the same force and effect as a unanimous vote of members at a meeting, and may be stated as such in any documents filed with the Department of Consumer and Regulatory Affairs.

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

**5.01 MANAGEMENT BY BOARD OF DIRECTORS.** The business and affairs of the corporation shall be managed by the Board of Directors who may exercise all such powers of the corporation and do all such lawful acts as are not directed or required to be exercised by the members.

**5.02 NUMBER, TERM, AND ELECTION.** The Board of Directors may not have fewer than three (3) or more than nine (9) directors, and shall consist of the number set by majority

vote of the Board of Directors, which may be changed from time to time by resolution of the Board of Directors. Each director shall hold office for a term of twelve (12) months and shall be eligible for re-election. Directors shall be elected by the members by way of plurality vote. Each director elected shall hold office for the term for which elected until his or her successor shall be elected and shall qualify, or until his or her earlier death, resignation or removal.

**5.03 QUALIFICATION OF DIRECTORS.** The qualification for becoming and remaining a director of the corporation are as follows:

- (a) directors must be residents of any state in the United States of America, or the District of Columbia;
- (b) notwithstanding the provisions of Section 3.01, any person serving as a director of the corporation shall automatically be enrolled as an active member of the corporation;
- (c) proposed directors must be nominated by existing directors; and
- (d) directors must attend at least seventy-five (75%) of the annual and special meetings of the Board of Directors.

**5.04 CHANGE IN NUMBERS.** The number of directors may be increased or decreased from time to time by vote of a majority of the Board of Directors, but no decrease shall have the effect of shortening the term of any incumbent director. Any directorship required to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of members called for that purpose.

**5.05 REMOVAL; RESIGNATION.** Any director may be removed either for or without cause at any special or annual meeting of members, by the affirmative vote of a majority in number of members present, in person or by proxy, at such meeting and entitled to vote for the election of such director if notice of intention to act upon such matter shall have been given in the notice calling such meeting. Any director may resign by giving written notice to the president or secretary. The resignation shall take effect at the time specified in the notice, or immediately if no time is specified. The acceptance of such resignation shall not be necessary to make it effective.

**5.06 VACANCIES.** Any vacancies occurring in the Board of Directors for any reason may be filled by the affirmative vote of a majority of the remaining directors then in office though less than a quorum. Any director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. If there are no directors in office, then an election of directors may be held in the manner provided by law.

**5.07 FIRST MEETING.** The first meeting of a newly elected Board shall be held without further notice immediately following the annual meeting of members, and at the same place, unless the time or place is changed by unanimous consent of the directors then elected and serving.

**5.08 REGULAR MEETINGS.** Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.

**5.09 SPECIAL MEETINGS.** Special meetings of the Board of Directors may be called by

the president on three days' notice to each director. Special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors. The purpose of any special meeting of the Board of Directors shall be specified in the notice of such meeting.

**5.10 QUORUM; MAJORITY VOTE**. At meetings of the Board of Directors a majority of the number of directors shall constitute a quorum for the transaction of business; provided, however, that a quorum shall not consist of less than fifty-one percent (51%) of the entire Board of Directors. The act of a majority of the directors present at a meeting at which a quorum is present will be the act of the Board of Directors unless a greater number is required by law, the articles or the bylaws. If a quorum is not present at a meeting of the Board of Directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present. The Board of Directors shall keep minutes of its proceedings which shall be placed in the minute book of the corporation.

**5.11 ACTION BY UNANIMOUS WRITTEN CONSENT**. Any action required to be or which may be taken at a meeting of the Board of Directors or any other committee of the Board of Directors of the corporation may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the directors, or any other committee of the Board of Directors as the case may be, and then delivered to the secretary of the corporation for inclusion in the corporate record book. Such consent shall have the same force and effect as a unanimous vote of members at a meeting, and may be stated as such in any documents filed with the Department of Consumer and Regulatory Affairs.

**5.12 PARTICIPATION IN MEETINGS BY USE OF COMMUNICATIONS EQUIPMENT**. Any director may participate in and hold a meeting of the directors by means of a conference telephone, or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**5.13 COMPENSATION**. By resolution duly adopted by the Board of Directors, the directors may be paid their reasonable expenses (i.e., travel, meals, lodging and entertainment), if any, and may be paid a fixed sum for attendance at each meeting of the Board of Directors, or receive a stated fee as a director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation there for. Members of the executive committee or of special or standing committees may, by resolution of the Board of Directors, be allowed like compensation for attending committee meetings.

**5.14 MINUTES**. The Board of Directors shall keep regular minutes of its proceedings. The minutes shall be placed in the Corporate Records Book of the corporation.

**5.15 CONFLICT OF INTEREST**. Any contract or other transaction between the corporation and one or more of its directors, or between the corporation and any firm in which one or more of its directors are members or employees, or in which they are interested, or between the corporation and any corporation or association of which one or more of its directors are shareholders, members, directors, officers or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of such director or directors at the meeting of the Board of Directors of the corporation which acts upon or in reference to such contract or transaction, and notwithstanding his or their participation in such action, if the fact of

such interest shall be disclosed or known to the Board of Directors, and the Board of Directors shall, nevertheless, authorize, approve and/or ratify such contract or transaction by a vote of the majority of the directors present, such interested director or directors to be counted in determining whether a quorum is present, but not be counted in calculating a majority of such quorum necessary to carry such a vote.

**5.16 LIMITATION OF LIABILITY OF DIRECTORS.** To the fullest extent permitted by the laws of the District of Columbia, no governing person (director or officer) of the corporation shall be liable to the corporation or its members for monetary damages for an act or omission in such capacity except for liability arising out of (i) any breach of such person's duty of loyalty, if any, to the corporation or its members; (ii) acts by or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of the law; (iii) a transaction from which such person received an improper benefit, whether or not the benefit resulted from an action taken within the scope of such person's office or position; or (iv) an act by or omission of such person for which the liability is expressly provided for by statute. The foregoing elimination of the liability to the corporation or its members for monetary damages should not be deemed exclusive of any other rights or limitations of liability or indemnity to which a person may be entitled under any other provision of the Certificate of Formation and bylaws of the corporation, contract or agreement, vote of members and/or disinterested directors, or otherwise.

## **ARTICLE 6** **OFFICERS**

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

**6.02 OFFICERS TO BE ACTIVE MEMBERS.** Notwithstanding the provisions of Section 3.01, any person serving as an officer of the corporation shall automatically be enrolled as an active member of the Association.

**6.03 ELECTION AND TERM OF OFFICE.** The officers of the corporation shall be elected by the Board of Directors at the annual meeting of the Board of Directors for a term of twelve (12) months. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

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

**6.05 PRESIDENT.** The president shall be the chief operating officer of the corporation and

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

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

**6.07 VICE PRESIDENT.** In the absence of the president and executive vice president or in the event of their inability or refusal to act, the vice presidents, if any, in the order of their seniority, unless otherwise determined by the Board of Directors, shall perform the duties of the president, and when so acting shall have all the power of and be subject to all the restrictions upon the president. A vice president shall perform such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

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

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

**6.10 EXECUTIVE DIRECTOR.** An executive director of the corporation may be appointed at such time as the Board of Directors so designates. The executive director of the corporation may be the chief administrative and operating officer of the corporation and shall be selected by and report to the Board of Directors, which shall determine the term of his appointment as well as his duties and functions. The executive director of the corporation shall carry out the purposes of the corporation within the framework of the articles of incorporation, these bylaws, corporate policies and procedures, and the general and specific assignments given to him by the Board of Directors. The functions of the executive director shall include, but not be limited to, the following:

- a. selection, employment, and supervision of any employees of the corporation as authorized by the president and Board of Directors. All staff employed by the corporation must meet required personnel standards as set forth in the personnel policies of the corporation;
- b. coordination and implementation of planning activities according to an approved work program;
- c. attendance at all meetings of the Board of Directors and the Executive Committee, except as otherwise determined by the president;
- d. representing the Board of Directors in dealing with the public and with all government agencies, if required; and
- e. such other duties and responsibilities as may from time to time be delegated to him by the president or the Board of Directors.

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

**6.12 RESIGNATION OF OFFICER.** Any officer may resign by giving written notice to the president or the Board of Directors. The resignation shall take effect at the time specified therein. The acceptance of such resignation shall not be necessary to make it effective.

**6.13 COMPENSATION.** The compensation of officers of the corporation, if any, shall be determined from time to time by the Board of Directors.

## **ARTICLE 7** **COMMITTEES**

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

**7.02 EXECUTIVE COMMITTEE.** The Board of Directors may designate and appoint an executive committee which shall consist of no less than three (3) members of the Board of Directors and who each shall serve in such capacity for one (1) year, unless the Board shall

determine otherwise. The executive committee shall have the authority, those duties, and exercise those powers as such are determined from time to time by the Board by resolution duly adopted and not inconsistent with these bylaws. The executive committee shall have the authority of the Board between its meetings, except for that business of the corporation as can only be addressed by a majority of the Board of Directors at a meeting of said Board. A majority of all the members of the executive committee may determine its action and fix the time and place of its meetings, unless the Board shall otherwise provide. The Board shall have the power at any time to change the number, powers, and members of the executive committee, to fill vacancies, and to discharge any such member of the executive committee.

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

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

**7.05 TERM OF OFFICE.** Each member of a committee shall continue as such until the next annual meeting of the Board of Directors, unless the committee shall be sooner terminated, or unless such member is removed from such committee or resigns. A member of any committee shall be eligible for re-appointment.

**7.06 CHAIRMAN.** One member of each committee shall be designated the chairman of such committee by the Board of Directors unless otherwise set forth in these bylaws.

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

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

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

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

**8.02 CHECKS, DRAFTS, AND OTHER SUCH ORDERS FOR PAYMENT.** All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents, of the corporation, and in such manner as shall from time to time be determined by duly adopted resolution of the Board of Directors. However, such responsibility may be assigned to a qualified third person or entity by written agreement.

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

**8.04 GIFTS.** The Board of Directors may accept on behalf of the corporation any contributions, gifts, bequests, or devise for the general purpose or for any special purpose of the corporation.

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

**ARTICLE 9**  
**INDEMNIFICATION OF DIRECTORS AND OFFICERS**

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

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

**9.03 LIMITATIONS.** If the director or officer is found liable to the corporation or is found liable because he improperly received a personal benefit, the indemnification in Section 9.01 (a) is limited to reasonable expenses (which shall not include a judgment, a penalty, a fine or tax)

actually incurred by the person in connection with the proceeding and (b) may not be made in relation to a proceeding in which the person has been found liable for (i) willful or intentional misconduct in the performance of his duty to the corporation, (ii) breach of his duty of loyalty owed to the corporation, or (iii) an act or omission not committed in good faith that constitutes a breach of duty owed by the person to the corporation.

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

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

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

1. by a majority vote of a quorum consisting of directors who at the time of the vote are not named defendants or respondents in the proceeding;
2. if such a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all directors, consisting solely of two or more directors who at the time of the vote are not named defendants or respondents in the proceeding;
3. by special legal counsel selected by the Board of Directors or a committee of the Board by vote as set forth in subsection 1 or 2 of this section; or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all directors; or
4. by the members in a vote that excludes the vote of directors who are named defendants or respondents in the proceeding.

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

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

**9.09 PAYMENT AS WITNESS.** The corporation shall pay or reimburse expenses incurred by a director, officer or employee in connection with his appearance as a witness or other

participation in a proceeding by or against the corporation at a time when he is not a named defendant or respondent in the proceeding.

**9.10 INSURANCE.** The corporation may purchase and maintain insurance or enter into any other arrangement on behalf of any person who is or was a director, officer, employee or agent of the corporation or who is or was serving at the request of the corporation as a director, officer, partner, venture, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, employee benefit plan, other enterprise, or other entity, against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not the corporation may, for the benefit of persons indemnified by the corporation, (a) create a trust fund; (b) establish any form of self-insurance; (c) secure its indemnity obligation by grant of a security interest or other lien on the assets of the corporation; or (d) establish a letter of credit, guaranty, or surety arrangement.

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

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

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

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

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

recover against the corporation. No person or organization shall have the right to join the corporation as a party to any action against the director or officer to determine the director's or officer's liability, nor shall the corporation be interpleaded by the director or officer or their legal representative.

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

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

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

## **ARTICLE 10** **PROHIBITED ACTS**

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

**10.02 AUTHORIZED BENEFITS AND DISTRIBUTIONS.** The corporation may pay compensation in a reasonable amount to the members, directors or officers for services rendered and may confer benefits on its members in conformity with the corporation's purpose.

**10.03 LOANS TO DIRECTORS PROHIBITED.** No loans shall be made by the corporation to its directors.

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

**11.01 VOLUNTARY DISSOLUTION.** The corporation may dissolve and commence to wind up its affairs. The Board of Directors shall adopt a resolution recommending that the corporation be dissolved and directing that the question of such dissolution be submitted to a vote at an

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

**11.02 APPLICATION AND DISTRIBUTION OF ASSETS.** If in the process of dissolution, all valid and legally enforceable liabilities and obligations of the corporation shall be paid, satisfied and discharged. In case the property and assets are not sufficient to satisfy or discharge all of the corporation's valid and legally enforceable liabilities and obligations, the corporation shall apply them so far as they will go to the just and equitable payment of the liabilities and obligations. Assets held by the corporation upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements. The remaining assets of the corporation shall be distributed only for tax exempt purposes to one or more organizations which are exempt under Section 501(c)(3) or Section 501(c)(6) of the Internal Revenue Code of 1986 or the corresponding section of any future federal tax code, or which are described in Section 170(c)(1) or (2), Internal Revenue Code, under a plan of distribution adopted pursuant to applicable law. Any remaining assets not distributed under the plan of distribution shall be disposed of by a district court of the county in which corporation's principal office is located exclusively to one or more exempt organizations described above. Any distribution by the court shall be made in such manner as, in the judgment of the court, will best accomplish the general purposes for which the corporation was organized.

## **ARTICLE 12** **GENERAL PROVISIONS**

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

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

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

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

**12.05 AMENDMENT OF BYLAWS.** The bylaws may be altered, amended or repealed or new bylaws may be adopted upon receiving a vote of a majority of the Board of Directors present in person or by proxy at a special or annual meeting at which a quorum is present.

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

**12.07 GOVERNING LAW.** These bylaws shall be construed under and in accordance with the laws of the District of Columbia.

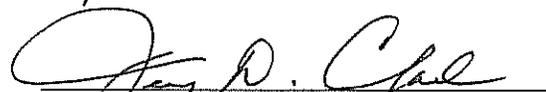
**12.08 CONSTRUCTION.** The gender of all words used in these bylaws includes the masculine, feminine, and neuter. Headings of all articles and sections are for reference purposes only and shall not constitute substantive matter to be considered in construing the terms of these bylaws.

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

#### **CERTIFICATE OF PRESIDENT**

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

Dated and Effective this 15<sup>th</sup> day of July, 2010.



Jerry D. Clark  
President

Independent Association of Businesses

**Statement of Variables**  
**AMLI GRP LM 2009 CERT-DC, et al**  
**Group Accident and Sickness Health Insurance**

Coverage levels are chosen by the policyholder. Benefit amounts will change according to the level selected by the policyholder and/or the named insured. All numerical variable range levels will comply with the minimum statutory requirements and are provided herein.

**AMLI GRP LM 2009 CERT - DC and AMLI GRP LM 2009 SCHED - DC**

1. On the Certificate face page, the Group Insurance Policy Number, the Holder and the Policy Date will be unique to each Policyholder. With regard to the Certificate Schedule, the bracketed items included from the beginning of the Certificate Schedule through item 5 are all specific to the Named Insured or are unique to each Policyholder.
2. The Phone number on the Certificate face page is variable to accommodate any new call center number.
3. The Table of Contents page numbers will vary dependent upon the number of benefits included in policy.
4. The definition of Pre-Existing Condition will either be included or omitted from the certificate at the option of the policyholder. The number of months will range from 6-12.
5. The definition of Resource Based Relative Value System, referred to as RBRVS will be included if the Surgery with Anesthesia Benefit is included by the policyholder.
6. In the definition of Waiting Period, only one of the bracketed phrases will appear.
7. The Accidental Medical Benefit may be included or omitted at the option of the policyholder. The benefit amounts will also be at the option of the policyholder within the following ranges:
  - coinsurance - 100%, 90%, 80%
  - deductible - \$50, \$100, \$250, \$500
  - maximum benefit - \$0-\$10,000
8. The Hospital Confinement Benefit may be included or omitted at the option of the policyholder. The benefit amounts will also be at the option of the policyholder within the following ranges:
  - range for dollar amount per day - \$0 - \$5,000
  - range for days per Policy Year – 0 -100 days
9. The Hospital Intensive Care Unit Confinement Benefit may be included or omitted at the option of the policyholder. The benefit amounts will also be at the option of the policyholder within the following ranges:
  - range for dollar amount per day - \$0 - \$5,000
  - range for days per Policy Year – 0 -15 days
10. The Surgery with Anesthesia Benefit may be included or omitted at the option of the policyholder. The policyholder chooses between the two options. The benefit amounts will also be at the option of the policyholder within the following ranges:
  - Maximum benefit amount per surgery - \$0 - \$5,000
  - Maximum benefit - \$1 - \$15,000
  - Percentage of RBRVS - 50%, 60%, 70% 80% 90% 100%
  - Maximum benefit - \$1 - \$15,000
  - anesthesia benefit – 0% - 50%

11. The Skilled Nursing Facility Benefit may be included or omitted at the option of the policyholder. The benefit amounts will also be at the option of the policyholder within following ranges: \$0 - \$2,000 per day of confinement, 0-60 days per Policy Year
12. The Hospital Admission Benefit may be included or omitted at the option of the policyholder. The benefit amounts will also be at the option of the policyholder within the following range: \$200 – \$2,000 per admission in \$100 increments; \$2,000 – \$10,000 in \$1,000 increments. Insureds must be admitted within 30 days – 6 months after accident.
13. Doctor’s Office Visit Benefits - The benefit amounts will also be at the option of the policyholder within the following ranges: \$0 - \$200 per visit, 0-15 visits per year
14. Preventive Care Test Benefit - The benefit amounts will also be at the option of the policyholder within the following range: \$0 - \$1,000 per test, 0-3 tests per year
15. Urgent Care/Emergency Room Visit Benefit be included or omitted at the option of the policyholder. The benefit amounts will also be at the option of the policyholder within the following range: \$0 - \$1,000 per visit, 0-5 visits
16. Diagnostic Tests, X-ray and Laboratory Benefit be included or omitted at the option of the policyholder. The benefit amounts will also be at the option of the policyholder within the following range: \$0 - \$1,000 per day, 0 - 10 per year
17. Prescription Benefit be included or omitted at the option of the policyholder. The benefit amounts will also be at the option of the policyholder within the following range: \$0 - \$1,000 per prescription, 0-25 RX per year
18. Ambulance Benefit be included or omitted at the option of the policyholder. The benefit amounts will also be at the option of the policyholder within the following range: \$0 - \$1,000 per covered sickness/accident, 0 thru unlimited per year
19. Mental Health Benefit - The benefit amounts will also be at the option of the policyholder within the following range:
  - \$0 - \$2,000 per day
  - \$0 - \$1,000 per outpatient treatment
  - \$0-\$45,000 per Policy Year
20. Chemical Abuse and Dependence Diagnosis and Treatment Benefit - The benefit amounts will also be at the option of the policyholder within following range:
  - \$0 - \$2,000 per day
  - \$0 - \$1,000 per outpatient treatment
21. Diabetes Supplies, Equipment and Self-Management Education Benefit – The benefits amounts will also be at the option of the policyholder within the following range: \$0 - \$1,000, in \$1 increments
22. Accidental Death with or without the Dismemberment Benefit will be included or omitted at the option of the policyholder. The benefit amounts will also be at the option of the policyholder within the following range: up to \$50,000, in \$5,000 increments
23. Dental Benefit be included or omitted at the option of the policyholder. The benefit amounts will also be at the option of the policyholder with the amounts shown on the schedule page or future rate filings, upon approval.
24. Term Life Benefit be included or omitted at the option of the policyholder. The benefit amounts will also be at the option of the policyholder within the following range: up to \$25,000, in \$1 increments.
25. The exclusion for Dental Procedures will either be omitted or included, at the option of the policyholder.
26. The exclusion for Manipulations of the Musculoskeletal System will either be omitted or included, at the option of the policyholder.
27. The Pre-existing Condition Limitation will either be omitted or included, at the option of the policyholder. The number of months will range from 3-12.
28. The Premiums section will be included if the Plan Type is Voluntary.

**AML I GRP LM 2009 ENRL - DC**

Bracketed text contained in enrollment form and application will reflect language appropriate for an employer or association group. Options indicated on the enrollment form will be determined by the options the group chooses.

All bracketed text will either be omitted or included but will not be changed

The ranges for the benefit amounts shown in form AML I GRP LM 2009 APP - DC will be the same as presented above.



8 West 38<sup>th</sup> Street, Suite 1002  
New York, NY 10018

Steve Mellas  
Chief Compliance Officer  
646.350.4843  
TOLL FREE 866.691.9353  
FAX 212.354.9089  
[smellas@usamli.com](mailto:smellas@usamli.com)  
[www.usamli.com](http://www.usamli.com)

January 19, 2011

NAIC Company Code: 81418

Re: Policies and Related Forms

To: All Departments of Insurance

American Medical and Life Insurance Company hereby authorizes Compliance Research Services, LLC to represent the company in the submission of the above referenced forms and to negotiate with the insurance departments for their approval.

Sincerely,

Steven G. Mellas  
Chief Compliance Officer

## Certificate of Compliance with Arkansas Rule and Regulation 19

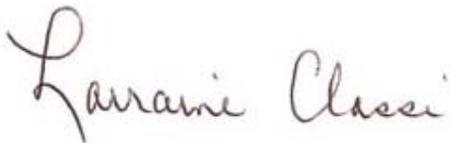
Insurer: American Medical and Life Insurance Company

Form Number(s):

Out-of-State Association Filing of Group Accident and Sickness Benefit Forms:

AMLI GRP LM 2009 CERT - DC, Certificate of Coverage  
AMLI GRP LM 2009 SCHED – DC, Group Accident and Sickness Health Insurance  
Certificate Schedule  
GRP LM 2009 AE DC AR (7/09), Amendatory Endorsement  
AMLI GRP LM 2009 ENRL – DC, Enrollment Form

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



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Signature of Company Officer

Lorraine Classi

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Name

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Executive VP

Title

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3-24-2011

Date

SERFF Tracking Number: CMPL-127095068 State: Arkansas  
 Filing Company: American Medical and Life Insurance Company State Tracking Number: 48328  
 Company Tracking Number: AMLI - IAB ASSN 3-2011  
 TOI: H14G Group Health - Hospital Indemnity Sub-TOI: H14G.000 Health - Hospital Indemnity  
 Product Name: AMLI - IAB Assn 3-2011  
 Project Name/Number: AMLI - IAB Assn 3-2011/AMLI - IAB Assn 3-2011

## 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)
03/24/2011	Form	Amendatory Endorsement	03/31/2011	AR DC Shelf AE-.pdf (Superseded)



## ARKANSAS AMENDATORY ENDORSEMENT

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

1. The face page of the Certificate is amended by the deletion of the title "GROUP ACCIDENT AND SICKNESS HEALTH INSURANCE". The title "LIMITED GROUP ACCIDENT AND SICKNESS HEALTH INSURANCE" is substituted in its place.
2. The disclosure statement at the top of the face page of the Certificate is deleted in its entirety. The following is substituted in its place.

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

3. The third paragraph on the face page of the Certificate is deleted in its entirety. The following is substituted in its place:

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

4. The Certificate Schedule is amended by the deletion of the title "GROUP ACCIDENT AND SICKNESS HEALTH INSURANCE CERTIFICATE SCHEDULE". The title "LIMITED GROUP ACCIDENT AND SICKNESS HEALTH INSURANCE CERTIFICATE SCHEDULE" is substituted in its place.
5. The "Coverage for the Named Insured's adopted child(ren)" provision in the "Eligibility and Effective Date" section is deleted in its entirety. The following shall be substituted in its place:

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

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

We will cover the Named Insured's adopted child(ren) from the moment of birth if You take physical custody of the infant upon the infant's release from the hospital and consent to the adoption has not been revoked. However, coverage of the initial hospital stay shall not be required where a natural parent has insurance coverage available for the infant's care.

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

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

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

Coverage will continue for the adopted child unless the placement is disrupted prior to the final adoption; and

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

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

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

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

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

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

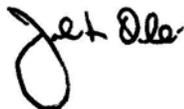
6. The "Time of Payment of Claim" provision in the "How to File a Claim/Claim Provisions" section is deleted in its entirety. The following shall be substituted in its place:

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

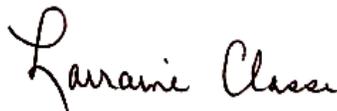
There are no other changes to the certificate.

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

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



Chairman, President and CEO



Executive Vice President & Chief Compliance Officer